

INVITATION FOR BIDS - Bid # 2024-D1

South Hadley Electric Light Dept “SHELD”

Annual Contract for Fiber Optic Services

Sealed bids for an Annual Contract for Fiber Optic Installation, Splicing, Terminating & Testing requirements will be received at the SHELD MLP main lobby of the South Hadley Electric Light Department, 85 Main Street, South Hadley, MA 01075 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained at the Office of the South Hadley Electric Light Department MLP Monday through Friday between 9:00 am and 4:00 pm by appointment or email. The term of this contract will be for one (1) year, with an option for SHELD to renew the agreed upon contract items each year, not to exceed a total of (3) years.

The bid package is also available on our website: www.sheld.org, under “About” then “RFP and Specifications” or to have it emailed to you, please contact Kim at kmendoza@sheld.org . For any technical questions or concerns regarding this bid, please e-mail Bob Liswell at bliswell@sheld.org , no fax or electronic bids will be accepted.

All bids must be clear and legible in order to be considered.

Bids will be opened at the South Hadley Electric Light Department MLP, on Wednesday, December 6, 2023 at 2:00 p.m. EST.

A labor and materials bond in an 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.

Attention is directed to 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.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects and bid price. The contract will be awarded to the bidder deemed, by the awarding authority, to be the lowest qualified, responsible, and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days after the opening of the bids. The Bidder, by submitting a bid, agrees to execute the contract provided in the bid’s documents in substantially the same form as herein.

South Hadley Electric Light Dept “SHELD” MLP, reserves the right to wave any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of South Hadley Electric Light Department.

Sean Fitzgerald, General Manager
South Hadley Electric Light Department
85 Main Street
South Hadley, MA 01075

TABLE OF CONTENTS

	PAGE No(s).
SUMMARY	
Procurement Introduction.....	3
Competitive Bidding	3
Requests for Information.....	3
Contract Term.....	3
Estimated Contract Value	4
Exclusivity	4
Bid Validity	4
Failure to Perform	4
WORK OVERVIEW	5-6
CONTRACTOR QUALIFICATIONS	7-8
CONTRACTOR RESPONSIBILITIES	
Work Schedule.....	9
Required Response Time	9
Equipment Requirements.....	10
Restitution for Financial Harm.....	10
Property Damage.....	10
Personnel.....	11
Paperwork Processing	11
Billing	11
TECHNICAL SPECIFICATIONS	12-17
Standards.....	18
INSTRUCTIONS TO BIDDERS	19-30
SAMPLE CONTRACT	31-35
Terms & Conditions	36-42
BID FORM.....	43-51
Contractor Information Form	52
Reimbursable Expenses Policy.....	53-55
SAMPLE CERTIFICATE OF INSURANCE.....	56
PREVAILING WAGE INFORMATION.....	21 ,39

SUMMARY

Procurement Introduction

Pursuant to MGL c.30 s.39M and under these specifications, South Hadley Electric Light Dept, hereinafter referred to as the “Department”, the “Owner” or “SHELD”, is soliciting fixed price bids for an annual contract for its Fiber Optic Installation, Splicing, Terminating & Testing requirements as described in this Invitation to Bid (IFB).

Competitive Bidding

The bidding and selection shall be in full compliance with Chapter 30 Section 39M inclusive of the Massachusetts General Laws as amended. Bids from Bidders shall be for all the requirements designated in this Invitation for Bid, and successful bidder, hereinafter referred to as “Contractor” shall be selected on the basis of such bid.

Bidders are expected to read all sections of this Invitation for Bid (IFB) and review forms attached or otherwise transmitted with this package.

Requests for Information

If any respective bidder is in doubt of the true meaning of any part of these specifications, plans, or proposed documents, he/she may submit a **written** request for an interpretation to:

Kim Mendoza
South Hadley Electric Light Dept
85 Main Street, South Hadley, MA 01075
Email: kmendoza@sheld.org

Failure to observe this rule may be grounds for *disqualification*.

Contract Term

The contract will extend from the date of contract signing to the end of contract year, (approximately 1/1/2024 to 12/31/2024 or 12 months). The contract will be awarded as one unit. The contract may be extended up to one (1) additional year, not exceed a total of (3) years from 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.

Estimated Contract Value

For information purposes only, the estimated annual value of this contract is \$1,000,000. There is no guarantee of the magnitude of the work to be performed under this contract. The amounts listed herein are estimates only and do not set minimum or maximum amounts of work to be performed under this contract. SHELD does not guarantee continual work assignments for the duration of this contract.

SHELD reserves the right to contract separately for any large or unusual project or to have work performed by others through agreements with other utilities, governmental agencies, or other companies.

Exclusivity

The contract does not give the Contractor the exclusive rights to all SHELD fiber optic services. SHELD reserves the right to award a contract to any and/or all Contractors returning a valid bid and/or to obtain additional bids for specific work whenever it is in the best interest of SHELD as determined by SHELD. An executed contract does not preclude SHELD from performing itself, or contracting externally for, any maintenance and/or repairs. SHELD will notify a 2nd bidder as a backup contractor, if needed, during the time of this contract.

Bid Validity

Each bid submitted shall be valid for a time period of sixty (60) days after the bid due date or a longer time frame if mutually agreed upon by a Bidder and SHELD.

Failure to Perform

If the Contractor does not perform the services required in a timely manner, as specified in this Invitation for Bid, SHELD may suspend, postpone, abandon, or terminate the Contract as provided herein. Failure by the Contractor to comply or scale with the requirements of this Invitation for Bid, and future directives from SHELD, may be cause for immediate termination of the contract.

WORK OVERVIEW

Protocol

All work and procedures shall be in full accordance with this IFB, SHELD's Terms and Conditions, and SHELD's Reimbursable Expenses Guidelines attached hereto and incorporated herein by reference. All work is to be performed in a workmanlike manner in accordance with standard utility practice and in conformance with all applicable rules, standards, and laws including Occupational Safety and Health Act (OSHA) regulations, NEC, the National Fire Protection Association (NFPA 70E), state and local regulations, and company safety practices and policies.

Description

Installation of an all-dielectric loose tube circular cross-section self-supporting fiber optic aerial cable (ADSS) with appropriate attachment hardware in the electric space, approximately one

(1) foot above secondary voltage wires, on utility poles.

- a) All dielectric- no metallic or electrically inductive cable components.
- b) Circular cross section - minimizes effects of vibration and ice loading compared to figure eight design.
- c) Self-supporting - integral messenger eliminates need for lashing.

Installation of an all-dielectric loose tube fiber optic cable for placement underground within Maxcell or corrugated inner duct.

Installation of Maxcell, including spares, with pulling rope in existing conduit space.

End to end optical testing using Optical Time Domain Reflectometer (OTDR) method, optical power test using insertion loss methods, and splice and connector loss measurements - "Testing".

Fusion splicing - "Splicing".

Breakout individual optical fibers from a single buffer tube within a loose tube cable design, then install connectors - "Terminations".

Prosecution of Work

Work shall be performed as required under the coordination of a designated SHELD employee. All work performed shall comply with manufacturer's installation practices.

Protection of the job site including protection of the public is the responsibility of the Contractor. Police protection of a job site will be at the discretion and expense of SHELD. **The Contractor is responsible to cancel traffic control arrangements whenever necessary due to workday cancellations.**

After any work is performed, the area is to be left rake or broom clean, excess material removed and any material replaced is to be of the same type as originally in place except as specifically stated. The securing of all right of way entrance permissions is obtained by SHELD. SHELD will secure all work permits and any other clearances associated with the work by governing agencies.

Hours of Work

Unless specifically authorized by SHELD, the work must be conducted during daylight hours Monday through Friday, and within the times between 7:00 a.m. and 5:00 p.m. No work is to be done on Holidays, Saturdays, Sundays, or outside of the work hours described above, without prior written permission of SHELD. SHELD reserves the right to change the work hours as needed to complete the work required.

The following MA State Holidays are observed by SHELD:

New Year's Day, Martin Luther King's Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

Down-Time, Inclement Weather

SHELD reserves the right to suspend work depending on the severity of the weather and its impact on the quality or safety of the project. The generally accepted practices and judgment of road construction firms shall serve as guidance in this matter. SHELD is not responsible in any manner for lost work time due to weather. The contract will not allow compensation if work is cancelled by SHELD.

Down-Time, Other

SHELD will compensate the Contractor for down time based on hourly labor charges for the affected parties, for instances where SHELD delays the Contractor for more than two (2) hours.

CONTRACTOR QUALIFICATIONS

Experience Requirements

In order to be considered for review, Bidders shall, at a minimum, meet the following requirements. Subcontractors' experience *cannot* be used to meet the qualification requirements of a Bidder listed in this Invitation for Bid.

1. *Company Experience:* Bidders shall provide a list of five (5) previous fiber optic cabling installations with at least 2200 ft per install of AD & ADSS Fiber Optics run in Telecom or Electric space, based on SHELD needs.

A brief description of the install and a point-of-contact and telephone number must be provided. Work must have been performed within the last twelve (12) months.

Bidders shall also supply 3 UG fiber installations in electric space.

2. *Technician Experience:* Bidders must employ Fiber Optic Technicians, who have and are still actively performing fiber optic termination and testing services. For an employee to be considered qualified, he/she must have successfully installed at least 500 connectors, have inspected at least 5000 fibers with an OTDR, and have taken at least 500 end-to-end attenuation tests. Bidders shall provide names of employees meeting these requirements.

Equipment and installers must be rated to work in electric space, telecom space, confined space and enclosed space, without these designations, Bidder will be disqualified. Any documentation or statements concerning all qualifications shall be provided by Bidders.

3. *Training:* 50% of the installing employees must have attended a course that teaches fiber optic theory, installation, splicing, termination, and testing. The following course composition must be followed to guarantee a quality trained installer:

- a. Lecture on Fiber Optic Theory, Cable Types and Hardware Types
- b. Hands-on Sheath Removal and Pulling Grips
- c. Hands-on OTDR Operation
- d. Hands-on Fusion Splicing
- e. Hands-on Connector Installation
- f. Hands-on Testing and Documentation
- g. Hands-on Attenuation Testing
- h. Hands-on Maintenance and Restoration

Minimum Personnel/Equipment

Contractor shall supply all personnel required for the completion of each project within the times specified. Contractor shall supply an adequate number of properly trained and certified personnel to perform all of the work described in this contract.

Before commencing any work, Contractor shall notify SHELD in writing of the name and qualifications of its proposed Superintendent(s) and/or Project Manager to allow SHELD to review their respective qualifications. If, for reasonable cause, SHELD refuses to approve the individual, or withdraws its approval after once giving it, Contractor shall name a different Superintendent and/or Project Manager for SHELD review and approval. Any disapproved Superintendent and/or Project Manager shall not perform in that capacity thereafter at the worksite. Contractor shall provide resume(s) for proposed Superintendents and/or Project Managers along with its bid proposal.

At all times, Contractor shall ensure that adequate crew and equipment necessary to complete the work required in a professional and timely manner. Contractor shall submit a letter along with its bid proposal stating the number of dedicated personnel with job classifications and types of equipment to be used to meet the required work and minimum production levels described in this Invitation for Bid.

Competent supervision of the work shall be supplied by the Contractor as an overhead item **included** in the quoted unit prices.

CONTRACTOR RESPONSIBILITIES

Work Schedule

Contractors shall be ready to mobilize within one (1) week of the execution of the contract, which is expected to occur in Jan 2024 to Dec 2024. 12-month timeframe.

Individual projects will be scheduled by SHELD. Contractor will commence work within one (1) business day of notification by SHELD and shall exercise due diligence in maintaining a full complement of personnel, equipment, and tools to the end that the work shall be completed satisfactorily within the time limits to be established for each section of work.

Notification is defined as a telephone call to the main office of the Contractor or the designated employee of the Contractor stating work detail required (i.e., type and size of labor and equipment needed).

Required Response Time

Contractor shall use commercially reasonable efforts to repair traffic-affecting impairment, effective on-site, commencement of which shall begin no later than two (2) hours after receiving notification of failure, disrepair, impairment of other need for repair, provided, however, that in the event service is interrupted by a force majeure event, repairs shall be made as expeditiously as possible.

Contractor shall perform maintenance and repair of the network that is not routine maintenance ("Emergency Maintenance"). Emergency Maintenance shall include unscheduled maintenance emergencies ("Unscheduled Maintenance"), such as cut cables reported to the Contractor outside of business hours that will require the Contractor to be available on-site at the location of the problem.

Contractors shall be available for emergency and unscheduled maintenance *twenty-four (24) hours per day, seven (7) days per week*.

Contractors shall provide SHELD with a *24/7 telephone number to contact Contractor's technicians*.

Equipment Requirements

Bidders must provide a list of fiber optic tools and test equipment, which they own and are available for use under the Contract resulting from this Invitation for Bid. The list shall include but not be limited to OTDR's, Power Meters, Light Sources, Connector Tool Kits, etc. The list shall provide description, model number, and wavelength(s). All Bidders must prepare an equipment list following the below format.

<i>Description</i>	<i>Model Number</i>	<i>MM</i>	<i>Wavelength(s)</i>	<i>Quantity</i>
--------------------	---------------------	-----------	----------------------	-----------------

In addition to the minimum required equipment/tools specified herein, Contractor shall have a reasonable inventory of equipment necessary for the efficient prosecution of the work required under this Invitation for Bid and Contract. Equipment shall meet all safety standards and shall be maintained in good condition.

Records of OSHA and DOT mandated inspections shall be supplied to SHELD. A list of all available vehicles, equipment, tools and positions with hourly rates other than those requested on the Bid Form are to be attached to the bid submittal. SHELD does not reimburse the Contractor for consumable items.

SHELD reserves the right to inspect equipment and/or facilities prior to or after the award of the Contract.

Contractor shall remove and replace any equipment deemed by SHELD to be in unsatisfactory repair, in unsafe condition or otherwise unsuitable. Contractor shall be solely responsible for any and all non-compliance consequences. SHELD reserves the right to cancel the contract for any non-compliance to this Invitation for Bid.

Restitution for Financial Harm

Code Violations - Contractor shall make restitution to SHELD for any financial harm resulting from violations of law or code, including fines and associated costs incurred for the defense and disposition of any such determinations.

Property Damage

Notwithstanding the requisite insurance, Contractor shall make restitution to SHELD for any financial harm resulting from property damage, associated costs incurred for the defense and disposition of any such determinations.

Personnel

Contractor shall permit only properly trained/skilled persons to perform the work per the specifications and applicable State and Federal regulations. Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the work. If SHELD determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Contractor shall immediately reassign the person on receipt of SHELD's written notice to do so.

SHELD reserves the right to exclude any personnel of the Contractor from work under this contract if, in the opinion of SHELD, they are not properly qualified, not fit to work, perform poorly, or reflect unfavorably on SHELD.

Contractor must have in his employ a sufficient number of personnel and equipment (i.e., rated vehicles, underground setup, etc.) to respond to emergencies as deemed necessary by SHELD.

Contractor personnel performing work under this Contract shall be equipped with the proper personal protective equipment and mobile electronics for FSA documentation in the field.

Paperwork Processing

Contractor is responsible for submitting daily production reports to SHELD Telecom Manager or representatives on supplied forms and material entry into SHELD Sprymobile system. The data shall include all charges that will be assessed to SHELD on future bills. No invoice will be processed without an attached daily production report signed by an SHELD representative.

Contractor may be asked to complete third-party work slips, such as traffic officer slips for Police Department billing, on SHELD's behalf.

Billing

Contractor shall invoice SHELD in a timely manner, according to the procedures described in this Invitation for Bid. In no case shall payments be made for work until OTDR results have been received and all work has been inspected and approved by SHELD representative.

Contractor will not be paid for any work unless prior approval has been received from SHELD in writing, nor will SHELD pay for any work that, in the opinion of SHELD, fails to comply with this Invitation for Bid or SHELD requirements.

TECHNICAL SPECIFICATIONS

Fiber Optic (FO) Outside Plant (OSP) Cable

There are two types of OSP fiber optic cables that are being installed. All cables are all- dielectric, loose tube manufactured for OSP applications. The two types of cables include:

1. Sheath type is All Dielectric for underground application, denoted as "AD" (AD may be placed in electric duct bank or manholes).
2. Sheath type is All Dielectric Self-Supporting for aerial application, denoted as "ADSS"(all ADSS will be constructed within the electric space on the poles, ADSS is also used for any mix runs of overhead and underground).

Furthermore, the two types of cables above will have one of the following two media types:

1. Singlemode fiber, denoted "SM", for Backbone.
2. Composite fiber, comprised of Multimode and Single mode, denoted as "MM/SM" for feeders.
3. Some pertinent specifications include: NESC heavy loading condition, nominal installation sag of 1.0%, and maximum rated span length of 260 feet, average underground span length of 153 feet, and average overhead span length of 116 feet. The cable shall have a mesh wire pulling grip/eye pre-installed.
4. All required make-ready work for electric facilities will be performed by SHELD crews or by the Contractor at separate negotiated rates. SHELD will provide all materials, from fiber optic cable to OSP construction hardware that shall be installed under this contract.
5. The list of typical OSP Construction hardware follows:
 - a. Dead-End Assemblies: This dead-end assembly is used to securely, but gently, terminate ADSS aerial fiber optic cable. The assembly kit includes the dead-end component, structural reinforcing rods, thimble clevis, and extension link with eye nut.
 - b. Support Clamps: This dielectric support system is intended for tangent support installations where the maximum line angle is 20 degrees. This support clamp may be used as a pulling device for line angles up to 20 degrees for enhancing installation times also, called a trunnion support.

- c. Suspension Units: This dielectric single suspension unit is intended to be used where a suspension is desired and for line angles between 18 and 25 degrees. For all angles greater than 25 degrees, a double dead-end arrangement will be used.
- d. Cable Abrasion Protector: This protector is designed to protect ADSS jacket from abrasion from structures, trees, or other cables and will be located at all riser poles. It is made from black, low density polyethylene for low cost and superior abrasion resistance.
- e. Spiral Vibration Damper: An effective means of reducing damaging levels of Aeolian vibration to acceptable limits, specifically on ADSS cable. Reference Dulmison 'The Protector' and Preformed Line Products 'FIBERLIGN Dielectric Damper'.
- f. Fiberglass Bracket: This bracket is intended to insulate and position the fiber optic cables away from the structure and other cables and to obtain proper clearances for code and safety reasons.
- g. Orange, Corrugated Inner Duct: The corrugated inner duct is sized for optimization of conduit system, yet such that no more than 50 to 65% of the inner duct is occupied by the fiber optic cable and no more than 65 to 70% of the conduit is filled with inner duct.
- h. Maxcell: The Maxcell/ Divide-A-Duct (DAD) are sized for optimization of the conduit system. By repositioning existing cable(s) in a duct system and making a new chamber acceptable for a new cable(s).

Splicing

Splice closures are planned for both outdoors in electric space, as well as at splice centers either in communication shelters or buildings located at substations, for the backbone, or within customer facilities at SHELD's wall mounted or rack mounted fiber optic enclosure boxes.

The type of splicing to be employed / performed is Fusion Fiber Splicing. Fusion splicing consists of aligning the cores of two clean (stripped of coating), cleaved fibers and fusing the ends together with an electric arc. The high-precision fusion splicing machine should come with a fiber cleave, an LCD display, a high-resolution video monitor, built-in batteries for field use, and automated functions that align fibers using local injection detection devices. The use of a microprocessor-controlled fusion splicer to attain typical singlemode splice losses under field conditions of less than 0.05 dB will be given a weighted benefit of 7.5% compared to our minimum typical (average) splice loss requirement of 0.075 dB.

95% of the single mode splices will have losses less than 0.05 dB while 0.075 dB carries the weighted factor. These dB losses are worst case of 1310 or 1550 nm as measured bi- directional with an OTDR. The return loss will be greater than or equal to 60 dB. Splices to be regerminated over 0.05

Other splice loss levels must be stated as clear alternates and will be considered in retrospect to effects on overall fiber performance.

Though EIA/TIA-568A Commercial Building Telecommunications Cabling Standard allows for a maximum individual splice loss of 0.30 dB for multimode fibers, an average loss of 0.10 dB or better is required.

When measured unidirectional, a higher splice loss for both multimode and single mode is allowed subject to an average loss of 0.12 dB and 95% factor maximum of 0.15 dB.

The use of mass splicing may be utilized on singlemode cable only; however, it is subject to consideration of the mean and 95% splice loss levels.

The work associated within the Bid Form parameters includes cable preparation at splice locations, splice closure preparation, locking optical- units into splice trays, fusion splicing and protection and reinforcement of spliced fibers, measurement of splice loss, closing of splice closure and any other required work for splicing. A per fiber splice cost that is all-inclusive shall be priced as required by the Bid Form.

Testing

This section covers the measurement techniques used to accurately test and record attenuation values of the passive plant. Attenuation, defined as optical power loss measured in decibels (dB) is the primary field test parameter in optical fiber systems. Testing, documentation and maintenance is in accordance with Annex H of ANSI/TIA/EIA-568A "Optical Fiber Link Performance".

All Optical Time Domain Reflectometer (OTDR) fiber testing shall be performed on all fibers per EIA/TIA 455-61 "Measurement of Fiber or Cable Attenuation Using an OTDR" and end-to-end attenuation testing is performed by a three-step procedure in accordance with TIA/EIA- 14A, Method B for Multimode fiber and TIA/EIA-526-7, Method A.1 for Single mode fiber. An insertion loss test method is defined in EIA/TIA 455-171 "Attenuation by Substitution

Measurement for Short Length Multimode Graded Index and Single mode Optical Fiber Cable Assemblies." All documentation shall be formatted and maintained systematically in accordance with the requirements stated in ANSI/TIA/EIA-606, "Administration Standard for the Telecommunications Infrastructures of Commercial Buildings" and any other applicable standards accepted by SHELD.

The following two testing areas comprise separate items on the Bid Form:

- a. Pre-Installation Testing - The Contractor shall test all fiber optic cable reels greater than 3000 ft prior to installation with an OTDR uni-directional test conducted at the 1550 nm wavelength for single mode and 1300 nm for multimode. This will verify all optical length, attenuation (in dB/km), anomalies/integrity, and continuity.
- b. Un-terminated Post-Installation Testing - The Contractor shall test all un- terminated single mode fiber optic cables after installation with OTDR uni-directional test conducted at the 1550 nm wavelength.

The following two testing areas are included in the per splice and per termination cost on Bid Form:

- a. Connector and Splice Loss Measurement - An OTDR measurement of each field- installed connector and each fusion splice at 1550 nm for single mode and 1310 nm for multimode is performed to ensure they meet acceptable loss values per Section 22 and 20, respectively.
- b. A Certificate of Compliance for Connector and Splice Loss is completed by Contractor to confirm test performance, compliance with stated loss requirements, and applicable warranty coverage for all individual connector and splice losses in the cable plant.
- c. Terminated Post-Installation/Final Acceptance Testing - After installation, a unidirectional OTDR testing at 1300 nm is performed for each terminated multimode fiber and a bi-directional OTDR testing at dual wavelengths for each terminated single made fibers. This is performed from the head end (Walnut or City Hall) out to the field and recorded via an OTDR signature trace documentation.
- d. The two-point method, also called optical power meter test, using the insertion loss method shall also be performed on request of SHELD. This end-to-end attenuation test shall be performed at every connectorized fiber in the cable plant.
- e. The primary tools used to perform end-to-end attenuation tests are the Optical Meter and Optical Source. When performing bi-directional attenuation testing, a pair of optical testers that combine both an optical meter and optical source in the same unit should be used to save testing and travel time.

- f. For power meter testing, multimode fibers should be tested in one direction at 1300 nm, and single mode fibers should be tested in both directions at 1310 and 1550 nm to account for attenuation difference due to wavelength. End-to-end attenuation data shall be provided.
- g. These two tests taken together are required to completely and accurately characterize the overall optical condition of the fiber cable system. The OTDR is needed to find out what causes the losses measured by the end-to-end attenuation testing.
- h. A weighted benefit factor of 3% for fiber management results where a multi- tester can be combined with an optical source allowing end-to-end attenuation test results to be stored in a file and associated with their respective OTDRtraces.

Any link not meeting the requirements of applicable standards as refined by these specifications shall be brought into compliance by the Contractor, at no additional charge to SHELD. Documentation shall be provided in both hard copy by using a USB Drive to the SHELD point of contact.

Terminations

All multimode terminations throughout the network will be field connectorized with the exception of patch cords, equipment cords, or cross-connect jumpers. The mated pair connector losses shall be 0.50 dB or less for these multimode terminations.

Single mode terminations shall be either field connectorized or performed via pigtail splicing where the former fusion has a 10% weighted benefit factor. The pigtail connector shall have an insertion loss of less than or equal to 0.20 dB and the fusion splicing shall have specifications from page 14.

Terminations can also occur in indoor environment, where hardware will be rack mounted on the Backbone and mostly wall-mounted in the customer locations and end-use locations. All connectors require two independent installation steps. First, the fiber must be epoxied into the connector. Second, the connector end face must be polished. The use of physical contact (PC) polish finish, described in EIA/TIA 568, shall represent a reflectance of less than -20 dB for multimode cable, and a Super PC finish is required to obtain a reflectance of less than -40 dB for single mode cable (as opposed to a standard PC polish that achieves less than -26dB).

When field-connectorizing, fan-out kits are required on the loose tube 250 um-coated fibers to maintain flexibility and ease of handling of the fibers.

Contractor is requested to provide two pricing alternatives for connectors, both the duplex SC (or 56BSC) connector 'the new open standard' with its push-pull latching mechanism as recommended by EIA/TIA-568A as well as the ST compatible connector 'the de facto standard'. Both prices are requested because SHELD may utilize a type for the feeder system (ST compatible, existing installed base) that is different from the SHELD 's backbone system.

Contractor is responsible for ensuring that the bending radius of the fiber optic cable is not violated.

STANDARDS

All applicable standards must be followed including:

- A. Methods used for placement of aerial ADSS Fiber Optic cable are essentially the same as those used for placing power utility conductors. Refer to ANSI/IEEE Standard 524- 1980, and IEEE Guide to Installation of Overhead Transmission Line Conductors for additional detail on installation techniques.
- B. EIA/TIA 455-171, "Attenuation by Substitution Measurement for Short Length Multimode Graded Index and Single mode Optical Fiber Cable Assemblies."
- C. EIA/TIA FOTP-61, "Measurement of Fiber or Cable Attenuation Using an OTDR."

The following guidelines are from the fiber optic cable manufacturer, Lucent Fitel, and can be faxed upon request to ensure compliance.

- A. Guideline for Field Testing of Single mode Fiber Optic Cable Systems.

INSTRUCTIONS TO BIDDERS

Information Request

Bidders shall provide all information required herein as part of the bid submittal. Bidders shall provide information to SHELD as requested after the bid opening in a timely manner if SHELD has any questions as to the specifications for any item(s) bid. Failure to submit in a timely manner may deem a Bidder non-responsive.

Guarantee

Bidders shall guarantee any and all equipment provided for work under this Invitation for Bid against defects in design, materials and workmanship and shall also guarantee that equipment shall give successful service under the required conditions.

Within one (1) year of completion of work, should any splice or termination become defective for reasons attributable to Contractor's workmanship, Contractor shall return to the site and remake the defective splice or termination at no extra cost to SHELD. Contractor shall state any additional Contractor supplied warranty as part of the bid submittal.

Equal Employment and Small and/or Minority Business Requirements

It is the policy of SHELD that small and/or minority business enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, handicap or political belief or affiliation. In addition, bidder agrees by submittal of this bid, that he/she will abide by all applicable terms and provisions of the Governor's Non- Discrimination Clause and Small and/or Minority Business Clause, Executive Order No. 11246, as amended by Executive Order No. 11375.

Bidder agrees that if this bid is accepted and deficiencies in any aspect of its employment practices and /or MBE utilization are found as a result of review or investigation conducted by SHELD, the contractor may be required to submit a written Affirmative Action Plan to SHELD for approval.

Health and Safety Standards

Construction under this contract must conform to Federal Occupational Health & Safety Standards. In order to assist Contractors to meet these standards, the Division of Industrial Safety & Hygiene offers a free, confidential, voluntary and expert consultation service.

Contractor may contact the Department of Labor & Industries Construction Service for information or to schedule a consultation visit by contacting the regional office at 165 Liberty St., Springfield, MA, Tel. (413) 734-1421.

Health and Safety Plan (HASP)

All Bidders shall be responsible for the development and implementation of a site-specific Health and Safety Plan (HASP) and Project –Specific Hazard Identification, Risk Assessment & Controls Job Hazard Analysis (JHA). The HASP shall be written in compliance with applicable sections of OSHA 29 CFR 1926 and 1910, as well as state and local regulations. All Bidders' HASP shall include but not limited to the following:

- (1) Scope of Work
- (2) Project Personnel
 - a. Role and Responsibilities
 - b. Qualifications/ Employee Training
- (3) Hazard Identification and Risk Assessment
 - a. Project –Specific Hazard Identification, Risk Assessment & Controls Job Hazard Analysis (JHA)
 - b. Competent Person Designations
 - c. SDS
- (4) Communication
 - a. Emergency Procedure
 - b. Clinic/Hospital Directions
 - c. Incident Reporting and Analysis
 - d. Safety Meetings and Daily Job Briefings
 - e. Project Site Safety Orientation
 - f. Company Safety and Health Plan
- (5) Safety Compliance
- (6) Environmental Compliance
- (7) Forms, Inspections and Procedures

The HASP shall include compliance with 1910.269, 1910.268 as well as physical hazards including but not limited to hoisting. The HASP shall be submitted to SHELD for comment as part of the bid submittal.

Acceptance of a bid submittal that includes a HASP does not constitute acceptance of the HASP. SHELD reserves the right to comment, refuse or request changes of the HASP. SHELD will not accept a Bidder's Safety and Health Plan solely as their HASP submittal. Contractor shall make necessary adjustments immediately after receiving comments from SHELD and resubmit.

SHELD does not approve of nor endorses any HASP. It is the responsibility of the Contractor to develop and operate its own job safety and health programs.

Prevailing Wage Rates

Prevailing Wage Rates set from time to time by the Massachusetts Department of Labor and Industries shall be paid to all Contractor personnel engaged in work under this contract. The Contractor & Subcontractors will be required to submit to SHELD certified weekly payroll records and statement of compliance as required under MGL Ch. 149 Sec. 27B. Current Prevailing Wage Rates are attached.

Bid Form

Bids will be quoted on a variety of unit prices and on a time and material hourly price. The Bid Form is attached inclusive of estimated quantities for each unit item. The prices quoted must be for the term of the contract. *Daily travel time from Contractor's shop to the job site will not be paid for by SHELD or reimbursed.*

Additional information or explanation of terms may be attached but will not be a substitute for the Bid Form. All information expected to be considered in the award of a contract must be referenced on the Bid Form.

Unless otherwise indicated in the Invitation for Bid, all prices bid shall be for materials shipped FOB South Hadley, MA, freight prepaid and allowed. All prices listed on the Bid Form are to be net, including any prompt payment discounts. Bidders are asked to clearly print all information required on the Bid Form.

Bidders shall ensure that all information required herein is submitted with the bid. All information provided must be verifiable by documentation requested by SHELD. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement in the Bid Form shall be in order and clearly marked with the section number to which they respond.

All blanks on the Bid Form must be completed. The individual signing the bid must initial any change or strikeout. The bid shall contain acknowledgement of receipt of any and all Addenda, the numbers of which must be filled in on the Bid Form.

Bids must be signed in the appropriate space provided for on the Bid Form. Bids signed by an agent must be accompanied by written proof of the right of the agent signing or other evidence of delegated authority to sign.

- a. Bids by Corporations must be executed in the corporate name by the President, Vice- President, or other corporate officer accompanied by evidence of authority to sign (Certificate of Corporate Vote), and the corporate seal must be affixed and attested by the secretary or assistant secretary.
- b. Bids by Partnerships must be executed in the partnership's name and signed by an authorized partner whose title must appear under the signature accompanied by evidence of authority to sign.
- c. Bids by Individual must be executed in the individual's name by said individual.
- d. Bids by Joint Venture must be executed in the joint venture's name by each member of the joint venture accompanied by evidence of authority to sign.
- e. All names must be typed or printed in ink below the signature line.

Along with a completed Bid Form, ALL bidders are required to furnish the following in order for his/her bid to be valid:

- a) Bid Deposit in the amount of \$10,000 (5% of the total estimated value of the contract).
- b) Signed Reimbursable Expenses Policy.
- c) Completed and signed Contractor Information Form.
- d) Site and contract specific Health and Safety Plan (HASP).
- e) A list of hourly rates for any other labor, tools, and/or equipment that your company can provide which may be used under this contract.
- f) Certified copy of Resolution of Board of Directors/Corporate Vote Document (*naming the individual signing the bid an authorized signatory of the company*).
- g) If Foreign Corporation, Secretary of State Certificate.
- h) Proof of Bidder's experience and qualifications that meet all requirements of this Invitation for Bid. References for contracts and projects of Fiber Optic installations run in electric space and completed over the last twelve (12) months.
- i) One complete documentation package of a previous project involving multimode and single mode fiber optic termination, splicing, and testing must be submitted. This documentation package shall include but not be limited to: connector loss readings, OTDR traces, end-to-end attenuation results, route diagrams, and termination plans.
- j) Letter stating the number of dedicated personnel and types of equipment to be used to meet the required work and minimum production levels.
- k) Project Superintendent and Project Manager resumes.
- l) COVID-19, Cori and drug free company workplace policies.
- m) Please submit four (4) copies of the complete bid package forms.**

Notes:

- i. Information currently on file with SHELD will not be accepted as part of this bid or bid submittal.
- ii. Failure to submit any of the above items may result in the rejection of the bid. All items must be submitted.

Bid Deposit

A Bid Deposit in the amount of \$10,000 (5% of the estimated total value of the contract) must accompany all bids and may be in the form of a certified, treasurer's, or cashier's check payable to SHELD from a MA bank or trust company; cash; or a bid bond from a MA licensed surety payable to SHELD.

Bid Deposits will be returned within five (5) business days after the bid opening with the exception of the three (3) apparent lowest responsible and eligible bidders. Upon execution and delivery of the contract, the bid deposit of the three apparent lowest responsible and eligible bidders will be returned.

If the Contractor fails to enter into the contract or furnish any required bonds within the time specified in this Invitation for Bid together with any extensions granted in writing by SHELD, the amount of the check or bid bond in whole or in part, shall be forfeited to SHELD.

Foreign Corporations

Pursuant to MGL c.30 s.39L, SHELD shall not approve as a Contractor or Subcontractor furnishing labor and materials for a part of any work, a foreign corporation which has not filed with SHELD a certificate of the State Secretary stating that such corporation has complied with requirements of Section 15.03 of subdivision A of Part 15 of Chapter 156D and further has filed all annual reports required by Sections 16.22 of subdivision B of Part 16 of said Chapter 156D and the date of such compliance.

Foreign corporations are defined as Contractors or Subcontractors that are incorporated outside the State of Massachusetts.

Evaluation Criteria

The following are factors that will be used in the evaluation of all bids. Bidders shall make sure that all relevant information is included with their respective bids.

Experience and Qualifications

To qualify as a Contractor to perform work under the contract resulting from this Invitation for Bid, Bidder shall demonstrate its qualifications and shall submit references for contracts and projects of Fiber Optic installations run in electric space and completed over the last twelve (12) months.

All documentation regarding fiber optic installations performed in electric space within the last 12 months, as well as qualified personnel to perform installs, will be reviewed and taken into consideration in the award of a contract. Every installation job must have at least two (2) contract employees at all times during the install unless it is splicing and/or termination work only being performed.

Cost

The following quantities will be multiplied by the cost pricing provided for each on the Bid Form. The sum of all quantities as multiplied by the pricing provided by Bidders in addition to mileage/travel time costs will be used to calculate overall typical install costs.

Fiber Optic Installation			Pre-Installation Testing		
Item	Quantity	UOM	Item	Quantity	UOM
A	2,500	feet	A.1	1	each
B	5,000	feet			
C	1,500	feet	Splicing		
D	3,000	feet	Item	Quantity	UOM
E	1,000	feet	B.1	1	each
			B.2	1	each
Terminations					
Item	Quantity	UOM			
C.1	1	each			
C.2	1	each			
C.3	1	each			
Other					
Item	Description	Quantity	UOM		
D.1	Un-Terminated Post Installation	1	each		
E	Fan Out Kits	1	each		
F	Cost Per Installation of NIB / NID	1	each		
G	Setup Charge (dropping & hanging)	1	each		
H	Hanging New Splice Closure	1	each		
I	Prepare Cable for Splicing	1	each		

Mileage / Travel

Minimum mileage and travel time and costs associated with each will be considered in the award of the contract as adders to the typical install cost computation specified above.

Response Time

A Bidder's emergency response time will be considered in the selection. It is a requirement that the Contractor be on-site with all needed materials, equipment, and tools and ready to work in less than two (2) hours from the time the Contractor receives the directive from SHELD for emergency work and within one (1) business day for maintenance scheduled work.

Consideration will be given to the attenuation or loss performance as well as acquired technical skills through training and experience when selecting a Contractor. Satisfactory quality and workmanship on past performances will be considered in the award of the contract. The lowest Bidder meeting the qualifications and specifications using the methodology described herein will be awarded the contract.

Disqualification of Bidders

More than one bid for the same work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the work may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder is interested.

The following without limitation, are some additional causes which may be considered as sufficient for the disqualification of a bidder and the rejection of their bid:

1. Evidence of Collusion among Bidders.
2. Poor performance in the execution of work under a previous contract or contracts.
3. Failure to achieve reasonable progress on existing contract.
4. Default on previous contracts or failure to execute contract documents after award.
5. Failure to provide bid bond, certified check, or cashier's check.
6. Failure to fully complete the Bid Form and submit required attachments.
7. Qualifiers regarding amounts, prices, or specifications.

Contract Award

SHELD may conduct such investigations as SHELD deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Invitation for Bid and Contract Documents to SHELD's satisfaction within the prescribed time.

SHELD reserves the right to reject any or all bids, to waive any informality or non-material requirement in bids received. SHELD further reserves the right to award a contract based on information provided in the bids, with no further discussions with Bidders. SHELD further reserves the right to withdraw the Invitation for Bid with no contract award.

SHELD will also award a secondary contract. In the event the primary Contractor is not able to meet any requirements of this Invitation for Bid, including the required response time (start of work within one (1) day of notification by SHELD for regularly maintenance scheduled work and start of work within two (2) hours for emergency maintenance), the secondary Contractor will be called upon.

Pursuant to MGL c.30 s.39M, the contract(s) will be awarded to the lowest, qualified, responsible, and eligible Bidder(s). The contract will be awarded to the Bidder(s) who, in the sole opinion of SHELD, can perform the work in accordance with the Invitation for Bid and is/are deemed to be in the best interest for SHELD. Once the award is made, the successful Bidder(s) will receive a telephone notification. The Bidder(s) will be expected to execute a contract. (Sample enclosed)

Contractor(s) cannot use subcontractors to fulfill the requirements of this Invitation for Bid and subsequent contract. All work must be performed by qualified, permanent, and full-time employees of the Contractor(s).

Payment Bond

The Contractor shall furnish a Payment Bond in the amount of \$50,000 which is 50% of the estimated total value of the contract.

Bond Terms

Premiums for the Payment Bond are to be paid by the Contractor(s) and are included in the labor prices submitted in response to this Invitation for Bid. The Bond must be furnished to SHELD within ten (10) days, Saturdays, Sundays, and State of MA Holidays excluded, of the Notification of Contract Award, unless such time period is extended by written permission from SHELD.

Notification of Contract Award is hereby defined as the date and time the Contractor acknowledges receipt of the contract by signing the return receipt document and/or federal express slip that will accompany the contract sent by SHELD.

The Payment Bond shall be posted by a recognized surety company qualified to do business under the laws of the Commonwealth of Massachusetts and who is satisfactory to SHELD and in form satisfactory to SHELD. Any Payment Bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the bond.

The Payment Bond shall be executed by such sureties as are named in the "Listing of Certified Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch of the U.S. Department of Treasury.

Billing

Detailed invoices are to be submitted weekly, including a description of the work performed, location of the work, dates of work performance, OTDR results, footage for each item of billing and hours for each item of billing. Invoices not submitted within ten (10) working days of the work being completed may be refused for payment.

ALL invoices shall be accompanied by Weekly Certified Payroll Records and Statement of Compliance in full accordance with the MA Prevailing Wage Law, MGL c.149 s.26-27C. Invoices received without the required documentation will not be processed for payment until such time when all the required forms and documentation is received by the Accounts Payable Department.

In no case shall payments be made for work not previously inspected and approved by SHELD representative.

Contractor will not be paid for any work unless prior approval has been received from SHELD in writing, nor will SHELD pay for any work that, in the opinion of SHELD, fails to comply with this Invitation for Bid or SHELD requirements.

Payment Terms

SHELD agrees to pay the Contractor in full within thirty (30) days **after** delivery and acceptance of work, as long as all invoices with proper documentation are sent according to the following:

All compliant invoices shall be emailed to: sheldap@sheld.org

If sending invoices via email to the address provided herein is not possible, compliant invoices shall be mailed to:

Attn: Fiberspring Accounts Payable
South Hadley Electric Light Dept
85 Main Street, South Hadley, MA 01075

All materials provided under this Contract are exempt from the Sales and Use Taxes of the Commonwealth of Massachusetts. The tax exemption number will be provided to the Contractor.

Insurance

Contractor shall have sufficient insurance in force during the term of the contract to protect South Hadley Electric Light Dept against all claims arising out of the prosecution of the work under this contract.

Contractor shall arrange and maintain at its own expense the following forms of insurance covering his own total liability and the total liability of SHELD applying to all operations undertaken by Contractor, his agents and employees, vendors, and subcontractors, and shall consult with SHELD on all matters arising with respect to such insurance including the name of the insurer.

Said insurance shall provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the work and its other obligations under the Contract Documents, whether it is to be performed by the Contractor, any Subcontractor or Supplier, or by anyone directly

or indirectly employed by any of them to perform any of the work, or by anyone whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefits, and other similar employee benefit acts, with ***waiver of subrogation in favor of SHELD***;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, with ***waiver of subrogation in favor of SHELD***;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - i) By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - ii) By any other person for any other reason;
- e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

South Hadley Electric Light Dept must be named as an "Additional Insured" for all insurance coverage's listed below except Worker's Compensation. Contractor shall provide, as a minimum, the following insurance:

- a. Bodily Injury Liability and Property Damage Liability Limits of at least **\$5,000,000/\$5,000,000**. The policy should provide Comprehensive Form General Liability - Premises/Operations, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Independent Contractors, Personal Injury and Comprehensive General Liability Broad Form Supplement Endorsement. SHELD shall be named as an additional insured.
- b. Owned, Hired and Non-Owned Automobile Bodily Injury Coverage in the amount of \$5,000,000/\$5,000,000 and Property Damage in the amount of \$5,000,000.
- c. Worker's Compensation and Employers Liability - \$500,000 each accident, ***with waiver of subrogation in favor of SHELD***.
- d. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from.

Along with the executed Contract, Contractor shall provide proof of the above coverage by a certificate naming SHELD (South Hadley Electric Light Dept) as 'Additional Insured' presented at 85 Main Street, South Hadley, MA 01075. ***A sample Certificate of Insurance is attached.***

Bid Protocol

Any questions regarding this Invitation to Bid or any proposed Contract Documents shall be ***in writing*** to:

Kim Mendoza, South Hadley Electric Light Dept, 85 Main Street, South Hadley, MA
01075 email: kmendoza@sheld.org

A Bidder may, without prejudice to himself, withdraw, modify, or correct a bid after it has been deposited with SHELD, provided the request for such withdrawal, modification, or correction is filed with SHELD in writing before the Bid Opening Date. The original bid as modified by such written communication will be considered as the bid submitted by the Bidder.

If any person contemplating submitting a bid for the work covered by the Invitation for Bid is in doubt as to the meaning or intent of any part thereof, he/she shall at once notify SHELD in writing and request clarification prior to submitting his/her bid. All interpretations will be made only by formal written Addenda and shall be issued to all interested Bidders. Questions received less than four (4) workdays prior to the date for the Bid opening may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. SHELD will not be responsible for any other interpretation.

Written Addenda may be issued prior to the date of Bid Opening Date to clarify the Invitation for Bid or to reflect modification in the scope of work or terms and conditions. Written Addenda issued will be distributed to every person or organization to which the Invitation to Bid has been issued.

Recipients shall acknowledge receipt of each Addendum in the submitted bid. All Addenda issued become a part of the Invitation for Bid. Bidders are responsible for determining that they have received all Addenda issued.

Bids Due

The right is hereby reserved to reject any or all bids, or to accept any bid that in the opinion of the Manager of SHELD may be in the best interest of SHELD and the Town of South Hadley.

Bids must be submitted in a SEALED envelope *in the form of one (1) original and three (3) copies plainly marked* “Annual Contract for Fiber Optic Services Bid # 2024-D1” and addressed to:

Mr. Sean Fitzgerald, General Manager
South Hadley Electric Light
85 Main Street, South Hadley, MA 01075

In order to be considered, bids must be received no later than **2:00 p.m. (EST) on Wednesday, December 6, 2023**, at which time the bids will be publicly opened and read. SHELD is not responsible for the premature opening of a bid not properly addressed and identified in accordance with this Invitation for Bid.

Bids may be mailed to the above address or delivered in person prior to the designated bid opening date and time. When mailing bids, Bidders must take into consideration standard postal delivery times. Oral, telegraphic, telephonic, electronic (e-mail) or facsimile bids are invalid and will NOT receive consideration. Bids received after the date and time specified above will be returned unopened.

Bids will be in unit prices and must be made on the completed Bid Form. All bids must be typewritten or written in ink. A bid containing an alteration, or an erasure of any price contained in the bid which is used in determining award of the bid, shall be rejected unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out, and the correction thereof printed in ink or typewritten adjacent thereto, and initialed in ink by the person signing the bid.

In the case of identical low bids from two or more Bidders, SHELD may at its discretion utilize negotiation procurement methods with the tied low Bidders for that particular transaction, so long as the prices paid do not exceed the low tied bid price.

SHELD specifically reserves the right to reject any bid not made on the form provided, to waive any non-material irregularity or informality, to reject any or all bids, or to accept any bid which is deemed to be in the best interest of South Hadley Electric Light Dept, South Hadley, Massachusetts.

Prior to the date and time of bid opening, any submitted bid may be withdrawn or modified by notice in writing over the signature of the Bidder. Notice may be provided by telegraphic or facsimile means, provided that written confirmation is mailed and postmarked by the date and time of bid opening. Withdrawn bids may be re-submitted up to the date and time of bid opening.

SAMPLE CONTRACT

SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
THIS AGREEMENT made this XX day of XXXXX 2023 by and between

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Hereinafter called the Contractor, and South Hadley Electric Light Department, a municipal corporation duly established which owns and operates its own Municipal Electric Plant, hereinafter called the Department.

WITNESSETH, that the Department and Contractor, in consideration of Ten Dollars and other valuable considerations and covenants, and agreements herein contained, agree as follows:

1. THE CONTRACTOR will furnish all labor, supplies, equipment, tools, and all other facilities and things necessary or proper or incidental to: XX

according to the standard set out in 3. STANDARD OF WORK, below, and with first class materials.

2. CONTRACT TERM shall begin **xxxxx, 2024 and end on xxx, 2024**. The contract shall be in effect during the aforementioned time period and may be extended for xxxxxxxx at the sole discretion of the Department and under terms agreeable to the Department.

3. STANDARD OF WORK All work to be done pursuant to this contract must be completed in full conformance with the following documents: SHELD xxxxxxxxxxxxxxxxxxxxxx *Invitation for Bid, SHELD Terms and Conditions and SHELD Reimbursable Expenses Guidelines*. In evaluating this standard, the parties shall take into account the fact that the South Hadley Electric Light Department is a municipal lighting plant as described in General Laws, Chapter 164, Sections 34 through 69, inclusive. Contractor specifically acknowledges that the supplies, equipment, tools 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.

4. PAYMENTS BY DEPARTMENT The Department will pay, and the Contractor will accept in full consideration for the complete performance of this contract the XXXXXXXXXXXXXXXXXXXXXXXX. Sums which shall be paid as completely set forth in Section XX of the Invitation for Bid.

5. EXTRA WORK OR CHANGES 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 in advance and shall have specified in writing the amount which shall be added or subtracted from the contract price thereby. 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 Department, including the Engineer, shall have any power or authority whatsoever to bind the Department or incur any obligation in its behalf to any subcontractor, material supplier or other person in any manner whatsoever, except the Department Manager.

6. ASSIGN, SUBLET OR TRANSFER This contract or the right to receive payment there under shall not be assigned, sublet or transferred, in any way, in whole or in part except with the advance written consent of the Department.

7. INSURANCE AND INDEMNIFICATION The Contractor, at all times, shall provide protection to the Department by adequate insurance against all claims for injuries and damage to persons or property which may occur upon the premises during the progress 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 and waiving subrogation against SHELD. The Contractor shall furnish sufficient proof of compliance with this requirement in the form of a certificate of insurance naming the Department as an 'Additional Insured' before this contract shall be in effect. 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 thirty (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, Sec. 34A. As additional consideration, Contractor indemnifies, holds harmless and defends with Department counsel, Department and its agents and employees from any and all claims, damages, losses and expenses, including without limitation attorneys and experts' fees, arising directly or indirectly out of or resulting from performance of this contract.

8. STATUTES, ORDINANCES, ETC. Each and every provision of any statute, rule, regulation, or ordinance made by virtue of any statute, which is required by law to be inserted in the contract, shall be deemed to be inserted herein and the contract shall be construed always as if such provisions are included herein, including without limitation GL c 30 ss 39F-39P, c 44 s 31C and c 149. If any such provision is not included herein specifically through mistake, oversight, or misinterpretation of law or fact, then upon application of either party the contract shall be altered or amended to make a suitable insertion.

9. SAFETY Prior to commencement of any work, the Contractor shall submit a site-specific Health & Safety Plan (HASP), which complies with OSHA 29 CFR 1910 and 1926, State and local regulations, and all other legal requirements. The Contractor shall designate an employee to implement and oversee the HASP, and the HASP must be on-site through completion of the contract.

Acceptance of the HASP document by the Department does not constitute acceptance of the content of the Contractor's HASP, as it is intended that the Department shall only verify existence of such HASP. The Department shall not bear any responsibility or liability for the Contractor's completeness of and adherence to the HASP. The Contractor is solely responsible and liable for its HASP.

10. 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, discharged there from, or released from active duty therein, and who are qualified to perform the work to which the employment is related, and secondly to citizens of the Commonwealth generally and if they cannot be obtained in sufficient numbers, then to citizens of the United States. Preference shall be given at all times to veterans as defined by statute who are residents of the City of Holyoke.

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.

The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor, and until the expiration of six years after final payment, Department and other public officials designated by the Department shall have the right to examine any books, documents, papers or records of the Contractor or of its subcontractors that directly pertain to, and involve transactions relating to, the Contractor or its subcontractors.

11. EMPLOYEES Insofar as this contract is a contract for construction of a public work involving the employment of mechanics, teamsters, chauffeurs and laborers, preference shall first be given to citizens of the Commonwealth who have served in the Armed Forces of the United States in time of war and have been honorably discharged there from, or released from active duty therein, and who are qualified to perform the work to which the employment is related, and secondly to citizens of the Commonwealth generally and if they cannot be obtained in sufficient numbers, then to citizens of the United States. Preference shall be given at all times to veterans as defined by statute who are residents of the Town of South Hadley.

12. WAGES The Contractor shall pay the minimum rates of wages for employees established for this work by the Commissioner of Labor and Industries under General Laws, Chapter 149, Section 27, and the schedule of wages so established are incorporated herein and made a part of this contract. Weekly payroll verification must be submitted to the Department on a weekly basis in accordance with General Laws, Chapter 149, Section 27B.

13. POLICE OFFICER Police Officer or Officers shall be provided when deemed necessary by the Department and shall be paid by the Department.

14. TERMINATION The Department, on three days' written notice, 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 him 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.

15. 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.

16. 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 undue delay, shall defend and indemnify the Department against all such claims and against all claims for injuries or damages arising out of the performance of the contract and the manner or method in which the work is accomplished.

17. CHANGES, ALTERATIONS OR ADDITIONS Any changes, extensions of time, alterations 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 and shall not 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.

18. BONDS This agreement shall not be in force, nor shall it have any binding effect until and unless the Contractor shall furnish a satisfactory performance and payment surety bond conforming to the provisions of General Laws, Chapter 149, Sec. 29 and in form acceptable to the Department.

19. PERMITS AND NOTIFICATIONS Whenever the work to be done requires opening of a highway, it shall be the duty of the Contractor to obtain any necessary State or municipal permits for such work and to comply with all requirements of the authority issuing such a permit regarding the manner in which said opening shall be made and the highway replaced, and the time within which, and the circumstances under which the work may be performed, without extra cost to the Department. The Contractor is required, in keeping with General Laws, Chapter 82, Section 40, to notify other utilities of the proposed work.

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 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 non-prevailing party in any arbitration proceeding shall be ordered by the arbitrator to pay all attorneys' and experts' fees and all expenses incurred by the prevailing party relating to the arbitration. In addition, in any lawsuit between the parties, the non-prevailing party in any court proceeding shall be ordered by the judge to pay all attorneys' and experts' fees and all expenses incurred by the prevailing party relating to the lawsuit.

21. APPLICABLE LAW The parties agree this agreement is made under and shall be governed by the laws of the Commonwealth of Massachusetts and if litigated at all, sole jurisdiction and venue lie in the courts of the Commonwealth in Hampden County.

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.

23. LEGAL CERTIFICATION By acceptance of this contract, Contractor certifies that it is an independent contractor for all purposes, it is not an employee for any purpose, and it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and certifies that it is authorized to do business in Massachusetts.

IN WITNESS WHEREOF, signed this instrument, and the City of Holyoke Gas and Electric Department has caused the signature of its Manager, James M. Lavelle, to be hereto affixed for the Municipal Gas and Electric Commission.

IN PRESENCE OF:

CONTRACTOR
XXXXXXXXXXXXXX

By _____

Date:

South Hadley Electric Light Dept

By _____

Sean Fitzgerald, Manager

Date:

TERMS & CONDITIONS

Agreement	The following terms and conditions will be incorporated by reference into any Agreement that shall constitute the entire understanding between SHELD and the Contractor, and no modifications, rescission, waiver or termination of the Agreement or any of its terms and conditions, shall be binding on SHELD unless agreed to in writing by SHELD. Special Conditions, included in an Invitation for Bids, Request for Proposals, Purchase Order, or Contract, are part of the Agreement when referenced.
Performance	If the Contractor shall fail in any respect to perform his obligations under the Agreement with promptness and diligence, SHELD may cancel the Agreement in part or in its entirety without liability whatsoever for any portion(s) so canceled.
Warranty	The Contractor warrants to SHELD that the article(s) provided and/or work performed under the Agreement shall be free from all encumbrances and shall be in accordance with SHELD requirements, shall be new and free from defects in material, workmanship and shall meet all specifications and instructions. If the article(s) purchased and/or work performed does not meet the warranty above, SHELD, after determining a defect or non-conformance, will notify the Contractor. At the sole discretion of SHELD, the Contractor shall replace, repair, or restore without cost to SHELD, any defects or non-conformance arising within one (1) year after date of acceptance of the article(s) furnished and/or the work performed. Any replacement, repair, or re-performed work and services furnished by the Contractor under aforesaid warranty shall carry warranties on the same terms and conditions or said replacement, repair or re-performed work and services.
Patents, Trademarks, Copyrights	It is mutually agreed and understood that the Agreement includes all royalties and costs arising from patents, trademarks and copyrights in any way involved with the work. If the Contractor, or any of its subcontractors, are required or desires to use any design, device, material or process covered by letters, patents, trademark or copyright, the Contractor shall indemnify and hold harmless SHELD from any and all claims for infringement by reason of use of any such patented design, device, material or process to be performed under the Agreement and shall further indemnify SHELD for any actions, claims, expenses and damage which SHELD incurs or may be obligated to pay by reason of such infringement at any time during the performance or after the completion of the work. SHELD will give the Contractor notification of any such action, claim, or proceeding and shall furnish the Contractor (at the Contractor's expense) all needed information and assistance to enable the Contractor to defend the same.

If any material, equipment or work in any action, claim or proceeding is held to constitute infringement or its use is enjoined, the Contractor, within a reasonable time, shall either secure for SHELD, at the Contractor's own expense, the right to continue using said material, equipment or work by suspension of the injunction, by procuring for SHELD a license, or otherwise, or shall at the Contractor's own expense and as SHELD may elect, replace such material, equipment or work or modify it so that it becomes non-infringing, or remove such infringing material, equipment or work and refund the sums paid theretofore by SHELD, all without injury or damage to any other property of SHELD.

Inspections & Expediting

All materials, equipment and/or work to be supplied under the Agreement are subject to inspections and expediting by SHELD or its representatives. The Contractor shall allow SHELD or its representative reasonable access to the workplace or the Contractor's subcontractors.

Compliance with Law

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations relating to the conduct of the performance of the contract. Any provision required by law to be included herein shall be deemed included as a part of the Agreement whether or not specifically referenced. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor also agrees to indemnify and hold SHELD harmless from any and all damages and liabilities assessed against SHELD as a result of the Contractor's noncompliance therewith.

If the firm observes that the drawings or specifications are at variance with any law, ordinance, rule or regulation, SHELD shall be notified promptly in writing, and any necessary changes shall be made pursuant to SHELD instructions or Change Order. If the firm performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and with giving such notice to SHELD, the firm shall bear all costs of required changes and be liable to SHELD for all damages arising therefrom.

Applicable Law

The laws of the Commonwealth of Massachusetts shall govern the rights and obligations arising from the Agreement.

Taxes

SHELD is an organization exempt from the payment of state and local taxes on tangible property and services and will not reimburse the Contractor for such taxes incurred by the Contractor in the performance of the Agreement.

Risk of Loss

Risk of loss and/or liability for damages for any of the goods specified in the Agreement shall remain with the Contractor until such goods are delivered and accepted by SHELD. All deliveries shall be F.O.B. South Hadley, Massachusetts unless otherwise designated by SHELD in the Agreement.

Identification

The Contractor shall properly identify each shipment, by Purchase Order or Contract Number, commodity description and packing list. All items, packages, etc. will have clearly identifiable external markings or tags for ease of identification.

Assignment	Neither the Agreement nor any payment due or to become due hereunder shall be assignable by the Contractor without the prior written consent of SHELD. Any such assignment(s) without SHELD prior written consent shall be void. Should SHELD agree to an assignment, the Contractor shall remain fully responsible for the acts and omissions of the Contractor's assignee and the Contractor shall indemnify and hold SHELD harmless from any and all loss and expense arising out of the assignment.
Audit	The Contractor shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting practices. Should a dispute arise between SHELD and the Contractor regarding amounts and/or credits under the Agreement, the Contractor hereby grants SHELD or its Representative permission to audit such records and books of account at the Contractor's usual place of business at reasonable times.
Confidentiality	Any of SHELD drawings, specification or technical information used by the Contractor hereunder, shall remain the property of SHELD and shall be held in confidence by the Contractor and shall not be reproduced or disclosed to others without the written permission of SHELD.
Waiver	In the event SHELD fails to insist on strict performance of any of the terms and conditions or fails to exercise any of its rights and privileges hereunder, such a failure shall not constitute a waiver of such terms, conditions, rights, or privileges.
Completion of Contract	The Agreement will not be considered complete until all specifications and requirements have been met and accepted by SHELD. These requirements include, but are not limited to, SHELD acceptance of all documentation, drawings, manuals, plans and publications.

SUPPLEMENTARY TERMS, CONDITIONS AND QUALIFICATIONS

Bid Security	For labor related contracts, the required bid deposit is five (5) percent of the total value of the submitted bid or for annual contracts, the annual estimated value of the contract.
Job Performance	At all times, contract employees will personally present themselves and perform in a professional manner that reflects the high standard of work quality and customer service continually provided by the SHELD. The SHELD maintains the right to discontinue the service, at any time, of any contract employee, contract crew, consultant, vendor, or contractor, due to unacceptable behavior, poor work ethics, unacceptable work performance, unsuitable appearance, and/or work standards or any other reason determined to be in the best interest of the SHELD as deemed by the SHELD Senior Management Staff. Contractor shall warrant work performance of employees in ability, knowledge, quality, and quantity of work. Contractor will be solely responsible for any and all negligent acts and losses through their employee's acts.

The SHELD reserves the right to cancel the contract due to Contractor's failure to comply with the performance standards, qualifications, and quality control, or non-compliance to any part of these specifications as determined by the Senior Management Staff.

Liability	The Contractor will provide SHELD protection against any and all accidents, injuries, damages, or hurt. The SHELD is not responsible in any manner for any loss or damage that may happen to the work or to any part thereof, or to any person, persons, or property whatsoever, or to any of the tools or materials used and employed in the performing and completion of the work.
Downtime	The SHELD will not compensate for any down time due to the Contractor's equipment failure, poor preparation, lack of appropriate tools for job assignments, or any other condition that results in the inability of the Contractor to perform the required work.
Contractual Agreements	Contractor will provide, with their bid proposal, copies of the labor Agreements that apply to their workers and to the activities necessary to fulfill the requirements of this Invitation for Bid or Request for Proposals.
Pricing	Bids must be priced on an hourly basis for each contract year and include unit prices for each item as provided for in the BID FORM.
Working Conditions	The contract employees will work under the conditions set forth by SHELD. Prevailing
Wages	Contractor must comply with all provisions and requirements as set forth by the Commonwealth of Massachusetts General Laws covering Prevailing Wage Rates.
Payment Terms	Payment terms are net thirty (30) days after receipt of invoice. Invoices will not be processed for payment without Weekly Certified Payroll Reports and Statement of Compliance as required by Commonwealth of Massachusetts Laws relative to Prevailing Wages.

INSURANCE REQUIREMENTS

General Requirements	Contractors involved in contracts or work performed on or to SHELD property and/or within the SHELD service area must comply with the following insurance requirements and coverages. Coverages listed are minimum requirements and will apply unless otherwise stated and agreed to in writing by SHELD.
Conditions & Qualifications	Contractor will be required, before work begins, to provide a Certificate of Insurance in accordance with all requirements as established in this package, within ten (10) working days of receiving a Purchase Order or duly executed Contract or Agreement.

SHELD Security Against Loss or Liability

The Contractor agrees that it shall indemnify and hold harmless SHELD and any and all of SHELD or SHELD's officers, agents and employees from any loss, damage, cost, charge or expense, whether direct or indirect and whether to persons or property, to which SHELD or said other party may be put or subjected, by reason of any act, action, neglect, omission or default on the part of the Contractor's officers, agents, or employees, or by reason for any casualty to the property and/or construction whether completed or not, including without limitation the Department's attorneys and experts fees. Contractor's liability shall be limited to the amounts of insurance required below.

In case any action or other proceeding shall be brought against SHELD or SHELD's officers, agents or employees at any time on account of or by reason of any act, action, neglect, omission or default of the Contractor or any subcontractor, or any of the Contractor's or subcontractor's officers, agents, or employees, or by reason of any casualty to the property and/or assessment whether completed or not, the Contractor agrees to reimburse to SHELD all costs, charges, attorneys and experts fees and other expenses incurred for the defense thereof and any and all judgments that may be incurred by or obtained against SHELD or any of their officers, agents or employees in such suits or placed upon the property of the owner or any of their officers, agents or employees as a result of such suits or other proceedings.

The Contractor shall provide SHELD annually Certificates of Insurance as evidence of such insurance. It is further agreed that the Contractor shall provide SHELD a thirty (30) day written notice of cancellation and/or non-renewal.

Liability Insurance

Personal Injury	The Contractor shall purchase and maintain public liability insurance covering personal injuries or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the contract, whether occurring by reason of acts or omissions of the Contractor or any subcontractor or anyone directly or indirectly employed by them.
Property damage	The Contractor shall purchase and maintain public liability insurance covering damages to property suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the contract, whether occurring by reason of acts or omissions of the Contractor or any subcontractor or anyone directly or indirectly employed by them.

Workers' Compensation Insurance

Insurance Amount:	The amount and type of such industrial accident or workers' compensation insurance shall be that required by these specifications for all employees under this contract who may come within the protection of such laws and in the absence of such laws, the amount and type shall be that required by the SHELD and shall waive subrogation in favor of SHELD.
-------------------	---

Insurance Requirements The Contractor shall purchase and maintain insurance covering the loss by casualty of all or any part of the contract and/or specifications whether completed or not to indemnify himself from losses imposed by law or assumed under contract by the Contractor. Such casualty insurance shall include but not be limited to, loss by, fire, earthquake, landslide, flood, weather storm, damage resulting from faulty workmanship, construction and/or design and vandalism. The Contractor and SHELD shall each be named as insured as their interests may appear.

Certification of Insurance Coverage

All insurance required under this contract shall be provided on policy forms, with companies and through agencies satisfactory to SHELD. The Contractor shall not cause any insurance policy to be canceled, permit any policy to lapse or reduce the amount of such insurance during the period of the contract. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to a reduction in the amount of insurance until written notice has been delivered to SHELD by the insuring company stating the date that such cancellation, lapse or reduction shall be effective, which date shall be not less than thirty (30) days after the delivery of such notice.

Within ten (10) days after notification of acceptance of the proposal and prior to execution of the contract, the Contractor shall file with SHELD certificates from their insurance companies certifying to the coverage of all insurance required herein and furnish copies of all insurance policies.

All Certificates of Insurance shall be authenticated by the proper officer of the insured and shall certify the names of those insured, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insuring company will give written notice to SHELD of at least thirty (30) days prior to the effective date of any cancellation, lapse, or reduction in limits.

Said insurance will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the work and its other obligations under the Contract Documents, whether it is to be performed by the Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefits, and other similar employee benefit acts, **waiving subrogation in favor of SHELD;**
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, **waiving subrogation in favor of SHELD;**
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- e. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
- f. By any other person for any other reason;
- g. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
- h. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Insurance Period: Insurance shall be maintained in effect until final acceptance by SHELD of the completed contract.

Partial payment: The making of partial payments to the Contractor shall not create an insurable interest by or for SHELD or relieve the Contractor or subcontractors of responsibility for any casualty occurring prior to final acceptance of said contract and specifications.

Minimum Coverages **SHELD must be named as an “Additional Insured” for all insurance coverage's listed below, except Workers Compensation.** The Contractor shall provide, as a minimum, the following insurance:

1. Bodily Injury Liability and Property Damage Liability Limits of at least \$5,000,000/\$5,000,000. The policy should provide Comprehensive Form General Liability - Premises/Operations, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Independent Contractors, Personal Injury and Comprehensive General Liability Broad Form Supplement Endorsement. SHELD should be named as an additional insured.
2. Owned, Hired and Non-Owned Automobile Bodily Injury Coverage in the amount of \$5,000,000/\$5,000,000 and Property Damage in the amount of \$5,000,000.
3. Worker's Compensation and Employers Liability - \$500,000 each accident, **waiving subrogation in favor of SHELD.**
4. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from.

SHELD Annual Contract for Fiber Optic Services #2024-D1

Bid Form

Mr. Sean Fitzgerald, General Manager
South Hadley Electric Light Dept
85 Main Street
South Hadley, MA 01075

Dear Mr. Fitzgerald:

FIXED prices are hereby submitted for the annual requirements of the Annual Contract for Fiber Optic Services in accordance with the Invitation for Bid #2024-D1, with a bid opening date of December 6, 2023, and Contract Documents for South Hadley Electric Light Dept (SHELD).

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with SHELD in the form included in the Contract Documents to perform all work as specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Fiber Optic Splicing, Termination, & Testing Services

Estimated quantities will be multiplied by the per unit pricing provided to determine the lowest overall bid for contract award.

** Pricing provided in Additional Pricing below will be added to the overall cost to be considered in the award of a contract.*

Labor Rates	Rate Reg / Hr.	Rate OT / Hr.
Fiber Technician Foreman	\$ _____	\$ _____
Tele data Technician	\$ _____	\$ _____
Tele data Apprentice / Ground person	\$ _____	\$ _____
JW Electrician	\$ _____	\$ _____
Apprentice Electrician	\$ _____	\$ _____

24 X 7 X 365 Emergency Service Rates

Hourly rate during 7 am to 5pm	\$ _____
Off Hours rate multiplier	\$ _____

Equipment Rates	Rate OT / Hr.
Pick Up Truck	\$ _____
Bucket Truck 34ft	\$ _____
Bucket Truck 40ft (Insulated)	\$ _____
Reel Trailer	\$ _____
Material Handler with Capstan	\$ _____
Splice Trailer	\$ _____
OSHA Compliant Confined Space & Rescue System	\$ _____
Service Van with OSHA Compliant Confined Space & Rescue System	\$ _____
Fiber Calibration Meter or Gpon Meter	\$ _____
OTDR	\$ _____
Fusion splicer - V-Groove	\$ _____
Fusion Splicer - Core Alignment	\$ _____
Cat 6 Tester – Analyzer	\$ _____
Core Drill up to 4" Diameter Core (In use only)	\$ _____
Core Drill up to 6" Diameter Core (In use only)	\$ _____
Vibratory Plow 12" Includes Mobilization	\$ _____
Vibratory Plow 16" Includes Mobilization	\$ _____
Vibratory Plow 18" Includes Mobilization	\$ _____
Vibratory Plow 24" Includes Mobilization	\$ _____

Messenger Strand	Unit Rate
Place ¼ strand under 1,500'	\$ _____
Place ¼ strand under 2,500'	\$ _____
Place ¼ strand under 5,000'	\$ _____
Place ¼ strand under 10,000'	\$ _____

Service Items	Unit Rate
Furnish and Install 17" X 30" X 24" Composite handhole with cover, color green	\$ _____
Furnish and Install 12" X 16" X 12" Composite handhole with cover, color green	\$ _____
Furnish and Install 1- 8' Section of Plastic U-Guard	\$ _____

Fiber Optic Splicing, Termination, Testing and Services

Estimated quantities will be multiplied by the per unit pricing provided to determine the lowest overall bid for contract award.

* Pricing provided in Additional Pricing below will be added to the overall cost to be considered in the award of a contract.

Fiberoptic Cable Installation Rates	Each
Install Aerial AD FO OSP Cable on messenger strand and lash under 1,500 ft.	\$ _____
Install Aerial AD FO OSP Cable on messenger strand and lash under 2,500 ft.	\$ _____
Install Aerial AD FO OSP Cable on messenger strand and lash under 5,000 ft.	\$ _____
<i>Include attachment hardware per manufacture methods in Telecom space.</i>	

Fusion Splicing Rates	Count	Each
Single Mode Fusion splicing	Up to 12	\$ _____
Single Mode Fusion splicing	Up to 24	\$ _____
Single Mode Fusion splicing	Up to 48	\$ _____
Single Mode Fusion splicing	Up to 72	\$ _____
Single Mode Fusion splicing	Up to 96	\$ _____
Single Mode Fusion splicing	Up to 144	\$ _____
Single Mode Fusion splicing	Up to 288	\$ _____

Above Includes fusion splice sleeves

Enclosure Installation Rates	Each
Ring Cut and Install Commscope FOSC- B enclosure	\$ _____
Butt Splice and Install Commscope FOSC- B enclosure	\$ _____
Ring Cut and Install Commscope FOSC- D enclosure	\$ _____
Butt Splice and Install Commscope FOSC- D enclosure	\$ _____

Above Includes Full Installations: Dropping and Hanging Enclosure, FOSC Enclosure, Cable Prep, Drop Seals, fusion splice sleeves, Tray and Baskets.

Ring Cut and Install Commscope FOSC- B enclosure	\$ _____
Butt Splice and Install Commscope FOSC- B enclosure	\$ _____
Ring Cut and Install Commscope FOSC- D enclosure	\$ _____
Butt Splice and Install Commscope FOSC- D enclosure	\$ _____

Above does not Include Enclosure and Materials

Dropping and Hanging Aerial Enclosure (use and hourly rate)	\$ _____
Uncoiling and Recoiling Underground Enclosure from Hand Hole (use and hourly rate)	\$ _____
Prepping Cables for entering an enclosure – Aerial	\$ _____
Prepping Cables for entering an enclosure – UG	\$ _____

Use and hourly rate on the Above

MST Installation Rates	Each
Installation of 50' feeder cable	\$ _____
Installation of 150' feeder cable	\$ _____
Installation of 250' feeder cable	\$ _____
Installation of 300' feeder cable	\$ _____
Installation of 500' feeder cable	\$ _____
Installation of 750' feeder cable	\$ _____
Installation of 1,000' feeder cable	\$ _____
Installation of 1,500' feeder cable	\$ _____
Installation of 2,000' feeder cable	\$ _____

SHELD will supply MST, contractor must include installation materials.

Additional Pricing (if applicable enter values, if not applicable, enter N/A. If left blank, zero costs will be assumed.

State paid travel time: _____/hr

Mileage charge (\$/mile): _____/mile

Overtime Multiplier \$_____

Response Time

Is Bidder able to meet all requirements specified in the Invitation for Bid pertaining to response time (*Onsite with all needed materials, equipment, and tools and ready to work in less than two (2) hours from the time SHELD calls for emergency work and within one (1) business days for maintenance scheduled work*)?

Equipment Garage Location (complete address):

References

List references for similar work (provide contact name, company, job type and telephone #) and attach all required supporting details.

(1) _____

(2) _____

(3) _____

Addenda

Pursuant to the Invitation for Bid #2024-D1, with a bid opening date of December 6, 2023, for the work described therein of which this Bid Form is part, the undersigned Bidder hereby certifies and represents that it has examined and thoroughly understands the Contract Documents including the following:

Addenda No.	Date

Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation, those dealing with the disposition of Bid Deposit. The Bid will remain subject to acceptance for sixty (60) days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of SHELD.

Bidder's Representations

In submitting this Bid, Bidder represents that:

- a) Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda, receipt of all which is hereby acknowledged.
- b) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and procurement of the material identified herein.
- c) Bidder has given the Department written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Department is acceptable to Bidder.
- d) The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the work for which this Bid is submitted.
- e) Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- f) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder's Certifications

Bidder certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

This request is made under the authority of the Massachusetts General Laws, Chapter 30 Section 39S, which provides that the preceding Certification be furnished by persons submitting a bid or proposal for the construction, reconstruction, alteration, remodeling, or repair of any public work estimated to cost more than \$10,000, or construction, reconstruction, installation, demolition, maintenance, or repair of any public building estimated to cost more than \$10,000.

Bidder certifies that, under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law. Bidder certifies that Bidder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes and reporting of employees and Contractors and withholding and remitting child support.

Approval of a contract or other agreement will not be granted unless this Certificate is completed and signed by the Bidder. This request is made under MGL c. 62Cs. 49A, which provides, among other matters, that "no contractor or other agreement for the purpose of providing goods, services or real estate to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under the penalties of perjury, that he/she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support".

Bidder certifies that, under the penalties of perjury, this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity; Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

This request is made under the authority of the Massachusetts General Laws Chapter 30 Section 39M which provides that the preceding Certification be furnished by persons submitting a bid or proposal for public building construction projects.

Bidder certifies under the penalties of perjury that Bidder is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated there under.

Approval of a contract or other agreement will not be granted unless this Certification is completed and signed by the Bidder. A Bidder who is presently debarred from public bidding will not be awarded a contract or agreement.

If a Foreign Corporation (Contractor or Subcontractor that is incorporated outside the State of Massachusetts), Bidder certifies Bidder will file with bid submittal to Owner a certificate of the State Secretary stating that Bidder’s corporation has complied with requirements of Section 15.03 of subdivision A of Part 15 of Chapter 156D and further has filed all annual reports required by Sections 16.22 of subdivision B of Part 16 of said Chapter 156D and the date of such compliance.

This request is made under the authority of the Massachusetts General Laws, Chapter 30 Section 39L, which provides that the preceding Certification be furnished by persons submitting a bid or proposal for the construction, reconstruction, alteration, remodeling or repair of any public work estimated to cost more than \$10,000, or construction, reconstruction, installation, demolition, maintenance, or repair of any public building estimated to cost more than \$10,000.

Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- b) “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of SHELD, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive SHELD of the benefits of free and open competition;
- c) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of SHELD, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachments to this Bid

The following documents are attached to and made a condition of this Bid: **(Mandatory Items)**

- a) Bid Deposit in the amount of \$10,000 (5% of the total estimated value of the contract).
- b) Signed Reimbursable Expenses Policy.
- c) Completed and signed Contractor Information Form.
- d) Site and contract specific Health and Safety Plan (HASP).
- e) A list of hourly rates for any other labor, tools, and/or equipment that your company can provide which may be used under this contract.
- f) Certified copy of Resolution of Board of Directors/Corporate Vote Document (*naming the individual signing the bid an authorized signatory of the company*).
- g) If Foreign Corporation, Secretary of State Certificate.
- h) Proof of Bidder's experience and qualifications that meet all requirements of this Invitation for Bid. References for contracts and projects of Fiber Optic installations run in electric space and completed over the last twelve (12) months.
- i) One complete documentation package of a previous project involving multimode and single mode fiber optic termination, splicing, and testing must be submitted. This documentation package shall include but not be limited to: connector loss readings, OTDR traces, end-to-end attenuation results, route diagrams, and termination plans.
- j) Letter stating the number of dedicated personnel and types of equipment to be used to meet the required work and minimum production levels.
- k) Project Superintendent and Project Manager resumes.
- l) COVID-19, Cori and drug free company workplace policies.
- m) Please submit four (4) copies of the complete bid package forms.

Bid Submittal

The Bid is submitted by:

(Print Name of Firm Submitting this Bid)

Date_____

(Print Name and Title of Person Submitting this Bid)

Phone No. _____

(Business Address)

Email:_____

(City, State, and Zip Code)

SS# or Federal ID #: _____

If BIDDER is:

An Individual

By _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

A Partnership

By _____

(Firm's Name)

By _____

(Partner's Signature)

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____



A Corporation

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest

(Secretary)

License or Registration Number:

Business Address:

A Joint Venture

By _____
(Signature)

(Printed or Typed Name)

(Address)

By _____
(Signature)

(Printed or Typed Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CONTRACTOR INFORMATION FORM

SECTION 1 GENERAL INFORMATION

Legal Business Name: _____

Payment Remit to Address: _____

City, State and Zip Code: _____

Business Address (if different than Remit to Address):

City, State and Zip Code:

Telephone No: _____

Fax No: _____

Email Address: _____

Web Address: _____

Federal Tax ID No.

SECTION 2 CONTACT INFORMATION

Primary Contact Name: _____ A/R Contact Name: _____

Primary Email Address: _____ A/R Email Address: _____

Primary Telephone No: _____ A/R Telephone No: _____

SECTION 3 COMPANY PRINCIPALS *(attach separate sheet if necessary)*

Name and Title:

Name and Title:

SECTION 4 ELECTRONIC CAPABILITIES

Can the supplier accept Purchase Orders via email? IF yes, email address: _____

Form Completed By: _____ Title: _____

REIMBURSABLE EXPENSES POLICY

Policy	SHELD assumes NO obligation to reimburse for expenses that are not in compliance with this policy AND/OR to reimburse for expenses not listed in this Policy. Expenses NOT listed in this Policy are considered NON-REIMBURSABLE.
Objective	To provide definitive guidelines for the authorization, reimbursement and reporting of usual and reasonable business expenses applicable to Cost-Plus (T&M) Contracts. Expenses reimbursement is not allowed under Lump Sum or Unit Cost Contracts.
Expenses	Expenses shall include all expenses associated with: Mileage, Tolls & Parking, Travel – Air & Rental Cars, Lodging
Requirements	ALL requests for reimbursement must be accompanied by a summary invoice and corresponding <i>receipts</i> , with details of the transaction including but not limited to: 1. Purpose of purchase or trip 2. Date of purchase 3. Location of purchase 4. Name of supplier 5. Location where materials were used
Receipt	A <i>Receipt</i> is defined as a written acknowledgement that a specified amount has been paid in return for goods or services. The receipt must include the name of establishment, the date, the goods or service purchased, and the amount paid. Hotel bills that itemize communication and reimbursable expenses are acceptable receipts. Travel itineraries are not acceptable as substitution for receipts, except in cases where tickets/receipts are unavailable from the travel agency (ticketless plane reservations).
Mileage	For Mileage reimbursement, a detailed report which includes: the date of travel, location traveled to and from, total number of miles, and purpose of travel shall be submitted along with the invoice for SHELD approval.

Reimbursable Expenses

Mileage, Tolls & Parking	a) Mileage – For <u>personal cars</u> only (in the event SHELD does not pay a vehicle rental fee) as determined by IRS rates. Travel from one SHELD location to another SHELD location or job site to support SHELD related business is reimbursable; however, travel from home/hotel/office to an SHELD location is not reimbursable. b) Tolls – Reimbursed at actual cost with receipts. c) Parking – Reimbursed at actual cost with receipts.
Travel	a) Air Travel – Coach only with receipt is required. Book flights in advance when possible, to take maximum advantage of discounts. b) Rental Car – Mid-size or smaller with receipt is required. Car sharing is a must unless otherwise approved by SHELD. Gasoline at actual cost is reimbursed with receipts. Travelers should rent a car ONLY when it is less expensive than other transportation modes such as taxis, airport limousines, and airport shuttles.
Lodging	a) SHELD will pay the agreed upon Per Diem Rate for each day that lodging away from home is required for business reasons. Consultants will use reasonably priced, good quality hotels or motels previously approved by SHELD. Paying for lodging and other hotel/motel charges will be the responsibility of the traveler. b) Incidentals such as entertainment, personal phone calls, alcohol, valet parking, etc. are not reimbursable.

Materials

- a) SHELD will reimburse for items and services purchased directly for this contract only when cash, checks, or other forms of actual payment has been made for such purchased items or services.
- b) Direct materials are defined as those materials which enter directly into the goods to be delivered under a contract or which are used or consumed directly in connection with the furnishing of such goods or in performing services.

Non-Reimbursable Expenses Awards / Gifts

- a) SHELD does not reimburse Consultants/Contractors for the purchase of awards to reward employees or for modest gifts in appreciation for their work.

Taxes

- a) SHELD is exempt from the payment of any taxes. Consultants/Contractors are responsible to obtain from SHELD a tax-exempt certificate to use on behalf of SHELD when purchasing materials, equipment, supplies, etc. that would otherwise be subject to the payment of taxes.

Mileage / Fines

- a) Damage to personal autos while being used on SHELD business is not covered. A portion of the mileage reimbursement is intended to defray the insurance cost to the individual. Personal injury is not reimbursable.
- b) Fines for traffic violations are not reimbursable.
- c) Travel to and from Hotel or to and from Home to SHELD facility or project site is not reimbursable.

Fuel / Gasoline

- a) Fuel or gasoline for personal or contractor vehicles is not reimbursable.

Meals

- a) Snacks, beverages, or any other type of food consumed while working for SHELD are not reimbursable.

Non-Reimbursable Personnel

- a) Charges to Cost of the Work reimbursable will be limited to actual costs of Contractor's salaried construction personnel stationed in the field as listed on the Bid Form.

Non-Reimbursable Overtime Premium charges

- a) Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers shall require SHELD advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost.
- b) If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone, they are responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will not be reimbursed.

Charges for unpaid overtime hours

- a) No time charges or other reimbursement for overtime hours worked on the project will be allowed if the individual is not paid for the overtime worked.

FICA, State & Federal Unemployment Taxes

- a) Proper consideration shall be given to annual limitations on wages subject to such payroll taxes and the worker's applicable percentage of annual wages attributable to an SHELD project when computing payroll taxes chargeable as Cost of the Work.

Rental Rates

- a) Proposed rental rates and related fair market values for Contractor owned equipment shall be submitted to and approved by SHELD prior to being used in connection with the work. Contractor Owned equipment shall mean all tools and equipment owned directly by the Contractor, the Contractor's affiliates, parent company or any other related party.
- b) The projected usage for each piece of equipment and the estimated total rentals shall be submitted to SHELD for approval.
- c) Rental rates are limited to no more than 10% of the rates published by the Associated Equipment Distributors (AED).

Aggregate Rental Limitations

- a) The aggregate rentals chargeable for each piece of Contractor Owned equipment shall not exceed 10% of the fair market value of such equipment at the time of its commitment to the Work.
- b) The original purchase price, date of purchase, and proposed fair market value for each piece of equipment projected to be used on the project will be supplied to SHELD for approval.
- c) Such aggregate rental limitations will apply, and no further rentals shall be charged even if a piece of equipment is taken off the job and replaced with a similar piece of equipment.

Maintenance Costs on Contractor Owned Equipment

- a) All costs incurred for minor maintenance and repairs shall be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs.
- b) Repairs and/or replacements of a capital nature are considered to be covered by the rental rates.
- c) Major repairs and overhauls are not considered routine and ordinary; consequently, such costs are not reimbursable and are intended to be covered by the rental rates.

Personal Protection Equipment

- a) SHELD will not reimburse a Contractor/Consultant for Personal Protection Equipment (PPE) used for work performed on behalf of SHELD. Some PPE equipment includes but, is not limited to: gloves, hardhats, clothing, vests, shoes, boots, etc.

Tools, Supplies & Equipment

- a) Tools, supplies and/or small equipment needed for the successful completion of projects or jobs assigned by SHELD, will not be reimbursed. SHELD shall not reimburse any fees associated with tools, supplies and/or small equipment.

Miscellaneous Non-Reimbursable Expenses

- 1. Car washes; routine maintenance and tune-ups on vehicles, parking or traffic tickets/fines, Repairs to vehicles due to accidents.
- 2. Expenses related to vacation or personal days while on business trip
- 3. Gum, candy, cigarettes, cigars, etc., personal toiletries, souvenirs and personal gifts
- 4. Loss, theft or damage of personal funds or property or of contractor property (i.e., equipment and tools)
- 5. Transportation to and from office/home
- 6. Research materials (i.e., books, magazines, periodicals, etc.)

Signature

I, an Authorized Representative of _____,

Name of Individual

hereinafter referred to as "Company" hereby agrees to all of the terms and conditions provided in the SHELD Reimbursable Expenses Policy. It is understood that any violation of the aforesaid terms and conditions may result in the cancellation or termination of any Contract or Purchase Order issued to the Company by SHELD for work or services. We acknowledge and agree that this shall become part of a Contract/Purchase Order for services/work and will represent the entire agreement of the parties hereto. It shall apply to all additional and/or other services rendered by the Company for SHELD. Only the General Manager of SHELD has power to modify the terms and conditions contained herein, and then only in writing. Expenses, not listed in this policy, are considered NON-REIMBURSABLE unless otherwise agreed to in writing by SHELD. South Hadley Electric Light Dept shall not be bound by any other promise or representation.

In witness of its agreement to the terms above, the Company or its authorized agent hereby affixes its signature:

Printed Name of Individual / Title

Signature

Printed Name of Company

Date



SAMPLE CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer (agent) Name & Address	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			
INSURED Contractor/Vendor/Service Provider Address	INSURER A:	XYZ Insurance Company	NAIC #	#XXXXXX
	INSURER B:	ABC Insurance Company		#XXXXXX
	INSURER C:	AAA Insurance Company		#XXXXXX
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ X GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	#XXXXXXXXXX	Effective Date	Expiration Date	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ X	Y	#XXXXXXXXXX	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	Y	#XXXXXXXXXX	Effective Date	Expiration Date	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ EX DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 500,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Effective Date	Expiration Date	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name / Contract # / Purchase Order # / or Other Description of Work/Services Performed

SHELD is named an Additional Insured with respect to General Liability, Automobile Liability and Umbrella were as required by written contract. Workers Compensation includes waiver subrogation in favor of SHELD and its agents.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE REQUIRED