

## **Town of Wareham**



### **Invitation for Bids**

Town of Wareham Streetlight Energy Efficiency Conversion

and

Follow-on Warranty and Maintenance Services

#### **IFB's DUE:**

**October 26, 2022, 1:00PM**

Late Bids Will Be Rejected

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

Administration Office  
Memorial Town Hall  
54 Marion Road  
Wareham, MA 02571  
Attn: Derek Sullivan, Town Administrator  
dsullivan@wareham.ma.us

## TOWN OF WAREHAM

### Legal Notice to Bidders

### INVITATION TO BID

SEALED BIDS for Town of Wareham Streetlight Energy Efficiency Conversion and Follow-On Warranty and Maintenance Services for a one-year period, with renewal options for two additional one-year periods, shall be received at the Administration Office at Memorial Town Hall, 54 Marion Rd, Wareham, MA 02571, until 1pm, October 26, 2022. At that time and place bids shall be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. The Invitation for Bids may be obtained online at the Town's website: **[www.wareham.ma.us](http://www.wareham.ma.us)** after 12pm September 29, 2022 until the deadline for submittals. Bids not submitted on original bid forms shall be deemed non-responsive. Bid submissions must be made in a sealed envelope clearly marked. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly envelopes and will return same to bidder without notice.

Wages are subject to minimum wage rates as per M.G.L., Chapter 149., Section 26 to 27D inclusive.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30, 39M

A bid deposit or bond in the amount of 5% of the bid is required. The Successful bidder shall provide a 100% performance bond and a payment bond in the amount of 100% of the bid price within 10 days after notification of award.

The Town of Wareham reserves the right to reject any and all bids, in whole or in part, and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L.

The Town of Wareham is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

For further information, contact George Woodbury, LightSmart Energy Consulting, PH 603-321-0212, email; **[george.woodbury@lightsmartconsulting.com](mailto:george.woodbury@lightsmartconsulting.com)** (program consultant working for Wareham) or **[dsullivan@wareham.ma.us](mailto:dsullivan@wareham.ma.us)**

## **SUBMISSION REQUIREMENTS**

- A. The bid must be submitted on the original bid form (one duplicate copy is requested).
  - 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
  - 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than thirty (30) days from the date of opening, unless stated otherwise.
- B. Bid submissions shall be made in a sealed envelope clearly marked "**Streetlight Energy Efficiency Conversion Bid October 26, 2022 - at 1:00 p.m.**". In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:
  - 1.) All copies should be printed double sided.
  - 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
  - 3.) All bids and copies should minimize or eliminate the use of non-recyclable, or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
  - 4.) Vendors should submit materials in a format, which allows for easy removal and recycling of paper materials.
  - 5.) Vendors are encouraged to use other products, which contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
  - 6.) Unnecessary samples, attachments or documents not specifically requested, should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- E. Use of the corporate seal is required only when applicable and available.
- F. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, "Insurance").
- G. A bid deposit or bid bond in the amount of 5% of the bid is required and must be submitted in the sealed bid envelope unless otherwise stated.
- H. The successful bidder shall provide a 100% performance bond and a payment bond in the amount of 100% of the bid price within ten (10) days after notification of award.
- I. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.
- J. Bidder's certification regarding payment of prevailing wages (attached).
- K. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).
- L. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).

## **I. SUMMARY**

The purpose of this Invitation for Bids is to select from a pool of firms, one of which will be chosen to assist Wareham with the energy efficiency conversion of approximately 750 streetlights and follow-on warranty and maintenance services of the municipal street light system in Wareham for a total of approximately 1670 total street lights in the Town of Wareham. Hereinafter the Term Town shall refer to the Town of Wareham. Once Offers are validated for completeness and compliance with the bid requirements, the selected vendor will be authorized to begin work immediately upon award and availability of materials. Funding is subject to annual appropriation.

The existing street lighting system is being acquired from the serving Electric Company Eversource (also referred to as the Local Distribution Company, LDC, or Investor-Owned Utility, IOU) pursuant to **MGL 164 Section 34A**. WAREHAM is not responsible for the feeder wires to any lights. The TOWN's responsibility begins at the connect point to the secondary line at the base of the bracket or from the base of the first pole in the case of underground fed lights. WAREHAM is responsible for the underground feeds to all subsequent lights where the feed serves no other purpose than to supply underground streetlights. WAREHAM is responsible to install a fuse on each light between the light and the connection to the secondary any time a light is serviced. In the case of underground fed fixtures where the lights are fed from a single point then there is only one fuse required to separate the system from the utility owned wires. Please refer to the License Agreement with the utility for specifics. WAREHAM is further not responsible for the accuracy of any inventory supplied by EVERSOURCE but believe such inventories to be reasonably accurate. The parties have conducted a full audit of the system and believe the final list to be accurate. There remain some lights either found or not found which have been sent to Eversource for final clarity.

It is anticipated that WAREHAM will have approximately 50 current HPS lights scheduled for removal with no anticipated LED replacement, but all remaining lights, approximately 760 of them, will be converted to LED's.

This Invitation for Bids seeks qualified vendors to perform the LED conversion work along with any follow-on maintenance of the system, as well as removal of those lights not scheduled for replacement. The lights will be supplied by WAREHAM to the selected vendor at the selected vendor's place of business or a designated location. The vendor will not have to supply the LED lights. The selected vendor will remove the existing street lights in WAREHAM and will replace each light with an LED light fixture supplied by the WAREHAM. The removed lights and light components will be disposed of by the selected vendor in accordance with the governing local, state and federal laws. The selected vendor will also perform follow-on warranty and maintenance services of the municipal street light system for a period of one year and with renewal options for two additional one-year periods by the Town of Wareham.

## **II. KEY DATES**

Question Submittal Deadline: October 19, 2022

Bids due 1:00 p.m. October 26, 2022

## **III. CONTRACT DOCUMENT**

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Sect. I 'Submissions'
2. Any IFB addendum

3. Notification of Award
4. Any other documents by mutual agreement of the Town and successful bidder

#### **IV. TERM OF CONTRACT**

A. TIME IS OF THE ESSENCE.

B. It is anticipated that this bid will be awarded within 30 days after the bid opening.

C. One contract will be awarded.

D. The successful bidder agrees to execute a contract with the Town of Wareham and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.

E. This contract shall be in effect for one (1) year with renewal options for two (2) additional twelve-month periods. The option to renew will be at the sole discretion of the awarding authority, the Town Administrator. The renewal is not subject to agreement or acceptance by the Contractor.

F. All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30, §39M.

#### **V. EVALUTION CRITERIA**

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A. A **RESPONSIVE** bid meets all of the following criteria:

1. Answers all questions as required by this bid documents. Includes all forms and certifications required by "Submission Requirements"

2. Includes proper bid deposit.

B. A **RESPONSIBLE** bidder meets all of the following criteria:

1. Has sold, delivered, and applied the specified items for no less than three (3) years

2. Provides, at the request of the Purchasing Administrator, no less than three (3) favorable references of previous work of similar scope and size.

3. Demonstrates the ability to work within the term of the contract as described in Section III above.

4. It is the intention of this Public Agency not to award a contract for this work under this or any other bids if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other bid or to award the contract as is deemed to be in the best interest of said Public Agency.

5. Must possess quality work ethics

#### **VI. PRICE EVALUATION**

Quoted prices are guaranteed to be fixed for the term of this contract.

- A. Discounts based on time of payment shall not be considered.
- B. No additional cost shall be added for delivery.
- C. 'Best Price' will be based on the lowest total price offered by a responsive and responsible bidder.

## **VII. SUBSTITUTION**

- A. All specifications provided are considered to be minimum quality and/or quantity acceptable.
- B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of 'equal to or better than' standard may be substituted unless stated otherwise.
- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

## **VIII. REQUIRED SERVICES**

### **A. LED Installation:**

Remove all existing street light fixtures and install the provided LED streetlight fixtures and bulbs in accordance with the detailed installation list and guidance to be provided. All LED Fixtures will be installed in accordance with the manufacturer's instructions and will be reasonably level so as to limit water entry into the fixture from the mast arm. In conjunction with the installation of the fixtures it will also be a requirement to install the approved fuse assembly if one does not already exist between the base of the mast arm and the connection to the secondary wires. Dispose of all waste materials in accordance with all applicable Federal, State and local Laws and Regulations. Identify any failing mast arms or seriously degraded wiring for replacement. Replacement work will be performed separately and only with approval by the TOWN. Record all information on the pole numbers, equipment installed and dates as well as the latitude and longitude GPS location of each and provide weekly electronic reports on excel spreadsheets using the supplied format. Commission all intelligent controls installed (see 3.4 C.) Identify any errors in the supplied inventory. Attach provided labels to indicate wattage and municipal ownership.

### **B. Follow-on Warranty and Maintenance Services:**

Maintenance services will begin as directed by WAREHAM on the existing street lighting at the time of LED conversion. Provide an on-call service to repair any failed streetlight. Such work will be on a Time and Materials basis. All reported inoperable lights will be serviced in five (5) working days or less from the date of notification to the vendor. The five working days shall be measured beginning the first full day following receipt of the outage report, the first full day following receipt of a batch list or counting from a set day, if established, on which work generally will be performed. The final schedule of how the services will be performed shall be negotiated with the Selected Offerors so as to provide the highest level of service in the most cost-effective manner. Have the capability to provide a full range of street lighting maintenance services which include: 24 hour toll free call center operation, replacement or service of all lighting components with like or better components (any changes in equipment will be approved by WAREHAM before installation,) monthly reports of all work performed, proper disposal of all materials, scheduled preventative maintenance inspections of

all lights for proper operation on a quarterly basis, and support for any modernization or system upgrade programs as may be requested. The Selected Offeror will replace any failed streetlights with a designated LED fixture of the same manufacture as is currently being employed by WAREHAM. WAREHAM will supply the initial inventory of spares consisting of approximately 10 fixtures. This may be adjusted from time to time as necessary in coordination with the selected vendor. Thereafter, the selected Offeror will coordinate with the designated supplier to maintain their inventory of spares for warranty replacements and or the exchange of any failed LED fixture for a replacement. The Offeror will provide other related lighting services as may be requested from time to time and agreed to by the Selected Offeror and WAREHAM. Provide a complete list of per hour charges for labor, percent markup of material and equipment rates to be used for estimating any requested work. Any failed LED light or intelligent control replaced will require the new light have its bar codes and location information recorded for inclusion in WAREHAM's data base.

Complete any required repairs as requested. All other repairs not listed will be on a time and materials basis except as may be otherwise negotiated with the WAREHAM

Routine maintenance of lights after LED conversion, including the service or replacement of internal components, removal of birds' nests or other materials inside the fixture that obstructs the lamp's proper functioning, lenses, gaskets, reflectors, and/or the entire fixture that has failed through normal deterioration with either a like item or a selected upgrade to a new fixture to ensure the roadway is properly illuminated. All LED fixtures installed will include replacing any failed LED fixture with the equivalent replacement LED fixture supplied by WAREHAM and the processing of the failed fixture thru the designated LED supplier for a warranty replacement. This work requires individuals who are licensed or operating under the supervision of a licensed electrician or journeyman lineman and are OSHA 29 CFR 1210.269 qualified. Connections to the distribution system must be made and broken by the owning utility except as otherwise negotiated with them by the selected Offeror. All serviced or installed fixtures will include as may be required cleaning of the lenses and or reflectors and tree trimming within three feet of the lamp of any branches of a diameter of less than one and one-half inches (1 ½ Inches). Prices for each type of anticipated work are to be entered into the provided pricing sheet, which will be used to compute the estimated annual cost

- I. Energy Efficiency Improvements. All supplied fixtures and materials shall be installed in accordance with the manufacturer's instructions and any instructions provided by WAREHAM. The contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous materials will be disposed of in accordance with applicable laws and appropriate records maintained. Any time a light is serviced, the date, time, nature of the repair, pole number will be recorded and in the case of fixtures with intelligent controls the new bar code read and recorded along with the pole number.

### **C. Equipment, Personnel and Supplies:**

Provide all equipment, qualified personnel and supplies necessary to provide maintenance of the existing street lighting system, the timely installation of LED lights and removal of old lights. Provide all equipment, qualified personnel and supplies necessary to provide timely services to all out of service lights. Provide a feedback mechanism to keep WAREHAM informed on the status of services. When necessary, coordinate with the local utility for services they are required to perform under the terms of the License Agreement with WAREHAM.

### **D. Bid Price and Rule for Award:**

All pricing will be based on the pricing sheets and a combination of the installation costs for the LED fixtures, the removal costs for the old fixtures, and a reasonable estimate of the expected frequency of repairs over the one-year term of the contract. Included in the pricing sheet will be fixed costs for certain common repairs. See pricing sheets for full details. Contract Award will be made to the lowest responsible Offeror. The Contract will not become effective until it is executed by an authorized representative of WAREHAM.

#### **E. Conversion Component:**

It is anticipated that WAREHAM will convert existing cobra-head or incandescent streetlights to LED fixtures and lights to provide more uniform lighting levels and lower energy usage. Prices will be on a per unit basis inclusive of labor in order to allow adjustments to the counts during the operations. Bid award will be based on the estimated quantities multiplied by the unit installation price for each light.

- A. All required fixtures, photocells and controls will be ordered by WAREHAM through a separate approved vendor. These will be shipped to the address identified by the selected Offeror in coordination with WAREHAM. The selected Offeror will verify the counts and details of the received equipment to WAREHAM and thereafter is responsible for the accepted quantities. The Selected Offeror will, in coordination with WAREHAM and LightSmart (consultant on the job), meet to schedule the work and identify any traffic, police details or other considerations in scheduling the work. Some work may be required outside of normal daytime working hours. Every effort will be made to minimize this work. Police details will be a pass-through cost paid by the WAREHAM but every effort should be made so as to minimize the requirement for police details.
- B. All LED fixtures will be installed in accordance with the manufacturer's instructions and mounted reasonably level so as to limit water traveling down the mast arm from entry into the fixture. Where the mast arm is in such a condition so as to prevent proper installation because the mast arm is in a badly deteriorated state or the internal wiring is brittle and unsafe WAREHAM will be notified so they can authorize a replacement. Any removed mast arms or wiring will be made available for inspection by the WAREHAM representative.
- C. Commissioning and installation data recording. All fixtures installed will be noted on the provided excel spreadsheets. The pole number will be verified and the wattage of the removed fixture verified. Any errors in the inventory sheet will be noted. All LED fixtures installed with the intelligent control devices may require commissioning. The commissioning process involves using a bar code reader and GPS device to record the bar code of the control device and the GPS location of the fixture. This information is then related to the supplied inventory sheet. The necessary equipment will be supplied as part of this project and its cost will be separate from this bid. This process adds less than 1-2 minutes to the installation process and can be done with experience in less than 30 seconds. At the present time commissioning is not anticipated.

#### **F. Agreement Duration:**

The Agreement between the successful Offeror and WAREHAM shall be for a period of one (1) year with renewal options for two additional one-year periods provided that a fully executed contract is in place. WAREHAM reserves the right to terminate the Agreement with thirty (30) days' notice in the event of unsatisfactory performance of the contractor or for WAREHAM's convenience. WAREHAM must approve such change before it is accepted. Notwithstanding the previous



sentence, such notice of extension or non-extension will be given at least 60 days in advance of the then-currently scheduled end of contract date. Notice of extension will be provided 60 days in advance of the then scheduled end of term of the current contract.

#### **G. Waste Disposal:**

Ensure all waste materials generated from the replacement and maintenance program are properly disposed of in accordance with all applicable laws and regulations. Offerors must indicate how they will dispose of hazardous materials and/or what firm they use for this purpose. Supply copies of all disposal documentation to the Communities and retain copies for the required period of time under the applicable laws.

#### **H. Other Terms:**

Any work that requires OSHA training or compliance must be performed consistent with any OSHA requirements. EVERSOURCE requires all personnel be OSHA 29 CFR 1910.269 qualified. Documentation of the Offeror meeting this requirement will be provided to WAREHAM on a monthly basis.

### **IX. GENERAL PROVISIONS**

#### **I. Correspondence Prior or During Bid Submission Period:**

- A. Any information released by WAREHAM either verbally or in writing before the issuance of this IFB shall be deemed preliminary and binds neither WAREHAM nor the Offeror.
- B. WAREHAM will not accept oral supplements, revisions or changes to the responses to this IFB. Written supplements, revisions or changes will be accepted before the Bids deadline only if submitted in a sealed envelope.

WAREHAM will establish project coordinators. For the purpose of this IFB, Mr. George Woodbury, Mr. Brian Woodbury (LightSmart Energy Consulting) or Derek Sullivan, (WAREHAM) will be the project coordinators. All inquiries and communication concerning this IFB must be made in writing to Derek Sullivan, 54 Marion Rd, Wareham MA 02571. Inquiries and communication concerning this IFB may also be submitted via email to Derek Sullivan, WAREHAM Town Administrator, 508-291-3100, dsullivan@wareham.ma.us with copy to lightsmart@tds.net.

- C. No inquiries will be accepted after five (5) business days prior to the Bids due date. WAREHAM will respond to all inquiries and WAREHAM may issue amendments to the IFB, which will be posted as an addendum to the IFB.
- D. Offerors must respond in writing to all follow-on questions by WAREHAM concerning their Bid.

#### **J. Contract Award:**

- A. It is WAREHAM's goal to have a Contractor selected within 30 days and to begin work immediately based on availability of materials or the needs of the TOWN.
- B. WAREHAM intends to award the contract to one Offeror, generally referred to herein as 'the Selected Offeror'. The Selected Offeror shall be solely responsible for any separate contractual agreements with its sub-contractor(s) if any are proposed and agreed to in the Agreement between WAREHAM.

- C. Award of the contract is in the sole discretion of WAREHAM or its designee(s). WAREHAM reserves the right at any time to accept any bid in whole or in any part, and to reject any or all bids if it serves their best interests.

**K. Performance of Services:**

Under the Agreement awarded, the Selected Offeror shall agree to the following:

- A. Unless clearly stated in the Selected Offeror's bid and incorporated into the Agreement, none of the services to be provided by the Selected Offeror pursuant to the Agreement shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of WAREHAM.
- B. The Selected Offeror and its personnel shall perform 100 percent of all the work under the Agreement, except as may be required under emergency circumstances or as otherwise approved by WAREHAM measured either in value of services rendered or in selected Offeror's time spent on such services. Subcontracting is specifically allowed for specialty work and to meet legal requirements such as MBE/WBE goals or help with prevailing wage reporting, etc. subject to WAREHAM approval.
- C. WAREHAM may require the Selected Offeror to relieve any of the Selected Offeror's personnel and sub-contractors from any further work under the Agreement if in its sole opinion the individual or sub-contractor does not perform at the applicable skill level, as described in the IFB and the Selected Offeror's Bid; the individual does not deliver work which conforms to the performance standards stated in the IFB and the Selected Offeror's Bid; or personality conflicts with Town personnel hinder effective progress on the work of the project or assignment for which the individual is responsible. Employees of the contractor are expected to exhibit the utmost courtesy when dealing with the public and or Town personnel. Repeated complaints may result in the request for relief or reassignment of the offending individual and or termination of the Agreement.
- D. No subcontracts or delegation shall relieve or discharge the Selected Offeror from any obligation or liability under the Agreement except as specifically agreed to in writing by WAREHAM. The Offeror shall be as fully responsible to WAREHAM for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly or indirectly employed by it.
- E. Without limiting the foregoing, WAREHAM shall have the right to require the Offeror to cure any defaults or defective work within a reasonable period of time and if WAREHAM is not satisfied with either the timeliness or the quality of the corrections may require the Offeror to cease providing services immediately upon written notice.
- F. No Liens. In connection with the performance of its duties hereunder, the Contractor shall not (i) create, or suffer the creation of, any lien or encumbrance on the Facilities or Additional Facilities, or any interest in or portion thereof, or any other property of WAREHAM, or (ii) take any action that would otherwise cause WAREHAM to cease to have good and marketable title to the Facilities or Additional Facilities or any other property of WAREHAM.
- G. WAREHAM's Right to Cure the Contractor's Defaults. If the Contractor shall default or neglect to carry out any of its obligations under this Agreement and shall fail within fifteen (15) days after receipt of written notice from WAREHAM to the Contractor to commence and continue correction of such default or neglect with diligence and promptness, WAREHAM may, without prejudice to any other remedy or right it may have, make good

such deficiencies. In such case, the cost of correcting such deficiencies shall be paid by the Contractor to WAREHAM promptly after receipt of an invoice therefor.

**L. Time:**

- A. Under the contract awarded, the Selected Offeror agrees to adhere to the time requirements and schedules included in the Agreement; to perform its services as expeditiously as is consistent with the standard of professional skill and care required hereby; and to perform its services in coordination with the operations of WAREHAM for this Agreement and with any party engaged by WAREHAM in connection with the Agreement. It shall be the obligation of the Selected Offeror to request any information necessary for the performance of the Selected Offeror's services.
- B. Liquidated Damages- Liquidated Damages may be assessed by the TOWN against the Selected Offeror for failure to complete within the prescribed and agreed to timelines. Such penalties will be based on the lost savings in addition to any lost incentive monies resulting from any delay that is the fault of the Selected Offeror. It is the responsibility of WAREHAM to ensure the LED fixtures and Controls are delivered in a timely manner and so as to not delay the Selected Offeror's work schedule. Selected Offeror is responsible to secure any other required materials such as wiring or mast arms in a timely fashion. Any such Liquidated Damages imposed shall be deducted from any amounts due the Selected Offeror. Any repairs to mast arms or other in-place equipment and approved by WAREHAM will be done following the installation of LEDs on all other locations and shall not be included as part of the time requirement except such work will be done in an expeditious manner.

**M. Compensation:**

Under the contract awarded, the Selected Offeror's compensation shall be made according to the following provisions and as specified in the Form of Agreement at Appendix A to this document.

- A. The maximum fee for all Selected Offeror and sub-contractor services and expenses shall not exceed the contract amount. The maximum Selected Offeror fee shall be all-inclusive. In no event shall WAREHAM be liable for additional charges such as interest, penalties, attorney's fees or any other expenses incurred by the Selected Offeror such as travel, telephone, or duplication expenses except as may be negotiated for and agreed to by WAREHAM.
- B. The Selected Offeror shall submit invoices for services rendered on the schedule agreed to between WAREHAM and the Selected Offeror. The Selected Offeror's invoice shall include a description of services performed under the task or tasks in such form and detail and with such supporting data as WAREHAM may reasonably require showing the computational basis for all charges. The Selected Offeror shall keep records pertaining to services performed employing sound bookkeeping practices and in accordance with generally accepted accounting principles. WAREHAM shall endeavor to agree on standardized reports to simplify the reporting as much as possible.
- C. Payments to the Selected Offeror for services performed in accordance with the Agreement will be made as expeditiously as possible. Payments will be made directly by WAREHAM as specified in the contract documents for work done.

- D. Payments under the Agreement will be made only to the Selected Offeror. The Selected Offeror shall be responsible for the compensation of any of its sub-contractors.
- E. The Selected Offeror shall not be compensated for any services not included in the Agreement scope of work, such as additional work that should have been anticipated by the Selected Offeror in the preparation of its bid, as reasonably determined by WAREHAM or any services made necessary by the fault or negligence of the Selected Offeror or any of its sub-contractors.
- F. WAREHAM shall not incur any charges associated with bid preparation, nor will it be obligated to enter into any contract or agreement solely based on this IFB.

**N. Insurance and Liability:**

- A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence
- 2.) Premises Operation Liability - \$1,000,000 per occurrence
- 3.) Independent Contractors Liability - \$1,000,000 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5.) Personal Liability - \$1,000,000 per occurrence
- 6.) Products Liability - \$1,000,000 per occurrence

B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined

C. Workmen's Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Insurance Policies.

- 1.) Coverage A – Massachusetts
- 2.) Coverage B - \$500,000 per insuring agreement

D. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Town of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Wareham in care of its Procurement Officer shall be given at least 30 days advance notice of cancellation, intent not to renew, or material change in coverage.

E. Bidder hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

F. The Town of Wareham is to be included as an additional insured under contractor's policies of general liability insurance for claims arising out of the activities of the contractor, or anyone acting in conjunction with the contractor

**O. Compliance with Law and Regulations:**

Under the contract awarded, it is the Selected Offeror's responsibility that the contract be conducted, and that all services and other work performed by the Selected Offeror under the Agreement be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, and ordinances including, but not limited to, prevailing wage, apprenticeships, local preference, and MBE/WBE goals as applicable.

**P. Assignment:**

The Offeror may not assign his obligations to any other party without the prior written approval of WAREHAM.

**Q. Termination of Agreement:**

A. In addition to the terms contained elsewhere in this IFB, under the contract awarded, the Agreement among the parties may be terminated as follows:

1.17.1.1 Termination For Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder for any breach which is not corrected within 30 calendar days of notice of breach from the other party by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of WAREHAM.

1.17.1.2 Termination for Convenience: WAREHAM may terminate the Agreement at any time for any reason upon submitting to the Selected Offeror thirty (30) days' prior written notice of its intention to terminate. Upon receipt of such notice, the Selected Offeror shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. The Selected Offeror shall promptly notify WAREHAM of costs incurred to date of termination and WAREHAM shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this and any other Agreements with the Selected Offeror at the time of termination.

B. In the event of termination, the Selected Offeror shall promptly deliver to WAREHAM all Materials, including inventory and all documents, work papers, drafts, studies, calculations, data, drawings, plans, specifications, and other tangible work product or materials, whether on paper or on electronic media, pertaining to the services performed under the Agreement to the time of termination, and thereupon WAREHAM shall pay to the Selected Offeror any unpaid and undisputed balance owing for services rendered in accordance with the Agreement prior to the date of termination. If the Selected Offeror intends to purchase any specialized software or database for the sole support of this Agreement and expects to amortize those costs over the expected life of the Agreement, they may recover any stranded costs associated with that purchase, provided WAREHAM previously agreed to the purchase, desires the product at termination and previously agreed in writing to the amortization schedule. Any termination of the Agreement shall not affect or impair the right of WAREHAM to recover damages occasioned by

any default of the Selected Offeror or to set off such damages against amounts otherwise owed to the Selected Offeror.

**R. Affirmative Action:**

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

**S. Prevailing Wage:**

A. Bids for any contract requiring labor such as, but not limited to, construction, repair or installation shall be made on the bases of the Minimum Wage Schedule, as determined by the Commission of Labor and Industries pursuant to the provisions of Chapter 149, Section 26 27D inclusive, of the General Laws, as amended.

B. In accordance with the requirements of G.L. c. 149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to the awarding authority to submit, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

C. The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**T. Certifications by the Selected Offeror:**

By execution of an Agreement with WAREHAM, the Selected Offeror certifies:

H. The Selected Offeror has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract.

- I. No sub-contractor to the Selected Offeror has given, offered or agreed to give any gift, contribution or offer of employment to the Selected Offeror or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the sub-contractor of a contract by the Selected Offeror.
- J. No person, corporation or other entity, other than a bona fide full-time employee of the Selected Offeror, has been retained or hired by the Selected Offeror to solicit for or in any way assist the Selected Offeror in obtaining the contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Selected Offeror.
- K. The Selected Offeror will comply with all applicable requirements of the Massachusetts General Laws and all applicable provisions of the Massachusetts public procurement laws and any local requirements for participating communities.

## **X. SPECIAL INSTRUCTIONS TO OFFERORS**

It is WAREHAM's intention to solicit bids for general maintenance as well as other options related to the energy efficiency conversion and follow-on warranty and maintenance services of a municipal street lighting system as outlined below. The Selected Offeror(s) will be on call to provide any required repairs or warranty repairs to street lights within the TOWN assigned to that Offeror. The TOWN will be converting their system after acquisition to LED lamps possibly with an intelligent control system for some or all of their lights. Under this scenario prior to and during the conversion process the existing system will have to be maintained. Once the system is converted to LED technology and following the 90-day warranty for all work of the Offeror any required repairs shall be on a time and materials basis in accordance with the price schedule supplied and approved for the Offeror.

### **5.1 General Maintenance**

Includes all operations and services necessary to keep all TOWN streetlights operational. Actual counts may vary from the utility-provided inventory depending on final counts upon completion of the LED conversions. Consists of the call center, general overhead, all equipment, qualified personnel, and the replacement of all components of light fixtures including replacement of the entire luminaire with a like item or equivalent fixture, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, and brackets that have failed due to normal age and or deterioration. Also included is general cleaning of all components of the fixture during any service, trimming of branches within three feet of the luminaire that may interfere with the illumination of the street and quarterly night checks of all lights in WAREHAM. Pricing shall be on a time and materials basis for any work not described and priced individually in this document using the rates supplied in the bid. For the purposes of this IFB, Offerors will be required to post prices for specific estimated quantities of this work and will be bound by the quoted prices for the duration of the contract. WAREHAM may at any time determine that it is either required or it is in the best interests of WAREHAM to seek additional bids for these items. All repairs that are the responsibility of the selected Offeror must be completed within five working days starting with the first working day following the reported outage except as may otherwise be agreed to by the parties or where the work is dependent on the work of others. Any outages reported on a holiday or a weekend will be considered as reported the first working day after the holiday. As an example, a lamp that is reported on Sunday shall counted as having been reported on Monday and the first counted day shall be Tuesday. This repair must be completed by the following Monday at midnight.

- A. Energy Efficiency Upgrades - Includes installation of a new fixture supplied by WAREHAM. Prices should be expressed as a per lamp installed cost including a new supplied photocell or control device compatible with the ANSI 136.41 standard photocell receptacle. All specified photocells- DIM4's long life photocells will be supplied to the Offeror by WAREHAM. WAREHAM will provide a basic stock of replacement units that shall be maintained and accounted for by the selected Offeror. Warranty repairs of LED lights - All newly installed LED lights will have a ten-year warranty. Repair of these fixtures is a repair by replacement and the non-working fixture exchanged through the supplier. The selected Offeror will coordinate such warranty exchanges as needed and in accordance with procedures jointly developed between the manufacturer's distributor, and WAREHAM. WAREHAM will supply a minimum reserve stock to ensure repairs can be performed in a timely fashion. Fixtures used from the reserve stock will be replaced by the warranty replacement supplied by the supplier so as to maintain a continuous stock of reserve fixtures. Any contested warranty issues with the designated supplier will be brought to the attention of WAREHAM and LightSmart for resolution. Warranty replacements must be completed within five working days following notice of the failure and availability of the warranty replacement fixture.
- B. Knockdowns, new installations, and equipment up-grades - The selected Offeror's initial responsibility is limited to making the site safe and recovering any TOWN-owned equipment. The following day the selected Offeror shall provide a cost bid to complete the needed repairs. WAREHAM may turn the matter over to the insurance company of the responsible party and the Selected Offeror would be free to contact that company to arrange payment to do the work. WAREHAM may also seek additional quotes for this work as it may be in the TOWN's best interest. Includes adding brackets and luminaries to existing wooden poles, installation of new poles (wood, steel, or aluminum) and standard or decorative fixtures, installation of new underground conduit lamp bases poles and fixtures, and the conversion of existing fixtures from incandescent or HPS to either metal halide or other similar luminaire in a typical flat lens cobra head style fixture as determined by WAREHAM. Pricing for this work is provided for the purpose of estimating the potential cost of such work for budget planning purposes and to determine the total value of such work for the term of the contract. Should WAREHAM request such work of the selected Offeror it will be based on the estimates provided or some other lower price as may be agreed to in advance by both parties.
- C. Fusing - Eversource does not require fusing.
- D. Call center operation - Successful bidder will designate a contact person that can be reached during normal business hours for purposes of communication and coordination. The contact person shall receive calls from WAREHAM staff and any calls received shall be responded to promptly, not later than the following workday from when the call was received. Once per month or as may be otherwise agreed to a report will be provided to WAREHAM detailing the services performed that month including all calls received and from whom, date of repair, and the nature of the repair.
- E. Extra work - Includes any special work not covered above. Price should be expressed in dollars per hour for each class of employee inclusive of equipment which may be used on the job using the provided costing sheets. Material to be billed as a separate item. Indicate any standard markup percentage for supplied materials. These prices are supplied for estimating purposes and for application to any work in this category within the term of the contract.
- F. Emergency Work - Emergency work is described as rendering the scene safe and securing



any TOWN owned equipment from the roadway and or the sidewalk. TOWN owned equipment that can be picked up by the personnel at the scene will be picked up and removed for later delivery to the TOWN or disposal if non-salvageable and approved by the TOWN. These costs are will be billed separately at the time and materials price.

- G. Data Recording for intelligent control system installation - During the installation process for any intelligent control device the bar code on the control device, the bar code on the fixture if available, the pole number, and the GPS coordinates will be recorded and reported weekly for work completed to date. Any discrepancies with the inventory and the equipment currently in place will also be noted. LightSmart will provide a map-based installation database that provides for the

## 5.2 Unbalanced Bids

WAREHAM reserves the right to reject any Bid that contains unbalanced pricing. Such determination shall be at the sole discretion of WAREHAM.

**Important notice to Offerors.** In submitting and signing a bid, the Offeror understands that WAREHAM reserves the right to reject any and all bids or to waive any informality in the submitted bids documents. WAREHAM may also reject any bid that has unit prices, which in the opinion of WAREHAM's purchasing authority are obviously unbalanced or are designed to skew the results. The Offerors are required to calculate the value of each item taking into account the prevailing wage laws, reasonable cost of materials and equipment, profit, and overhead to perform the work described. If, in the opinion of WAREHAM's purchasing authority, the prices offered are unreasonable or obviously unbalanced, WAREHAM may reject such offer or if permitted by law renegotiate such prices.

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

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Authorized Signature

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Date

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Social Security Number or Federal  
Identification Number

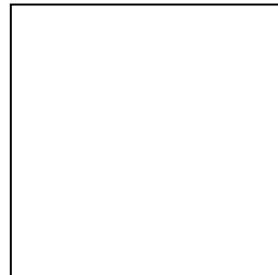
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Legal Name of Business Entity (Please Print or Type)

Address: 

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All bids shall be accompanied by the Bidder's certification regarding payment of prevailing wage rates in the form set forth below.

## **BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

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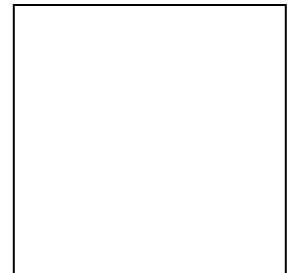
Date

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Signature of Authorized Representative

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Name and Title (Print or Type)



**Corporate Seal**

**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE**  
**FOR USE IN**  
**LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.**

\_\_\_\_\_, its officers and members all,  
Legal Name of Bidder's Business Entity

through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by \_\_\_\_\_, its agents, servants or employees.

Legal Name of bidder's Business Entity

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

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



## CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that \_\_\_\_\_  
Legal Name of Bidder's Business Entity

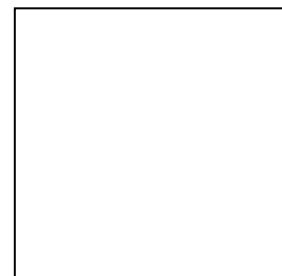
has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

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

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



**Corporate Seal**

# **CERTIFICATE OF VOTE**

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

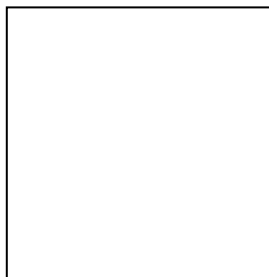
held on \_\_\_\_\_ it was voted, that \_\_\_\_\_  
(Date) (Name)

\_\_\_\_\_ of this company, be and hereby is  
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that \_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**Corporate Seal**

## **XI. CONTRACT PRICES**

The bidder above-mentioned declares and certifies:

1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Municipal Maintenance Department, and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.

2. No plead of mistake in an accepted bid shall be available to the undersigned bidder.

3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

	Yes	No
a. Is the bidder a Minority Business Enterprise (MBE)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the bidder a Women Business Enterprise (WBE)?	<input type="checkbox"/>	<input type="checkbox"/>
c. Does the bidder possess a business certificate in the Town of Wareham?	<input type="checkbox"/>	<input type="checkbox"/>
d. Has the bidder provided services or goods to the Town of Wareham at any time during the past 24 months?	<input type="checkbox"/>	<input type="checkbox"/>
e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Wareham?	<input type="checkbox"/>	<input type="checkbox"/>
f. Is this bid for contracted services?	<input type="checkbox"/>	<input type="checkbox"/>
1. If yes, will any portion be sub-contracted?	<input type="checkbox"/>	<input type="checkbox"/>
2. Approximately how many people in total will work on this contract?		_____



## **BID PRICE**

The BID prices are to include and cover the furnishing of all materials (except LED fixtures and controls EITHER LONG LIFE PHOTOCELL, SPECIALIZED PHOTOCELLS THAT PROVIDE PART NIGHT OPERATION OR DIMMING, OR INTELLIGENT CONTROL), equipment, personnel and overhead necessary to perform the work described in the Special Instructions to Offerors of these bid documents. The undersigned proposes that in the event this bid is found to be acceptable to WAREHAM and the contract award is made to him/her, the Offeror assures that all work will be performed in the specified manner and under the conditions specified at the prices listed below:

All bids are to be based on the conversion of standard cobra head street lights and follow-on maintenance of LED streetlights including decorative fixtures.

A1) Energy Efficiency Improvements - Provide a price to complete the energy efficiency improvements to the system by removing the existing fixture and installing LED fixtures and controls supplied by WAREHAM. Such price will include labor and miscellaneous minor materials to remove the existing cobra-head fixture and install a replacement LED cobra-head style lamp using similar mounting technology on existing mast arms, with a new long life supplied photo cell or intelligent control device using three prong five or seven contact twist lock control device (uses standard photo cell mounting but the new ANSI 136.41 standard photocell receptacle) and the trimming of any branches less than 1.5 inches in diameter within three feet of the lamp that interfere with its projection of light onto the roadway or adjoining sidewalks and commissioning of any installed intelligent control device. It is expected all work will be done without disconnect or reconnect services by the serving utility. WAREHAM will not be responsible for such fees unless otherwise specifically agreed to for unique circumstances. If internal wiring to the fixture must be replaced the feed wire from the secondary will be clipped approximately six to twelve inches from the secondary connection and the replacement wire reconnected to the old wire with a fuse designed (fuse requirement is N/A for Eversource communities) for that purpose and sufficient slack allowed for later direct connection to the secondary if needed. All supplied LED fixtures will use a standard mounting system similar to HPS fixtures. All wiring or materials installed must meet utility specifications or better and be installed following standard industry practice. WAREHAM may reject any equipment it deems to be inferior to the equipment currently used by EVERSOURCE. Should any Offeror have a question if their equipment will be satisfactory, they should submit cut sheets in advance of their bid submission for approval.

A2) Maintenance of existing cobra-head fixtures in wattages from 15 to 400 watts including LED, high pressure sodium, HPS, metal halide, MH, fixtures, flood lights LED, HPS and MH. In the event the Town chooses to retain their existing systems and not convert to LED lights such maintenance would be as outlined in Section 5.1 above and would be based on a fixed price per lamp per month inclusive of all outlined repairs. Such fixed price would be paid monthly regardless of the amount of work performed in any given month. This is not a per fixture repair price but rather an all-inclusive price for all included fixtures. No additional payments would be made except for extra work as agreed to and authorized by the TOWN. Any extra work will be billed in accordance with the quoted rates.

Extra work is defined as items such as replacing mast arms, relocating streetlights from an old pole to a new pole, installing new poles, adding lights where one does not exist, repairs to underground feeds. Rewiring an existing mast arm is included in the fixed price. In the event the contractor supplies the compression fittings to the secondary this is an added cost. Ordinarily reconnecting to the secondary is the responsibility of the utility.

**Please contact our consultant, George Woodbury from LightSmart Consulting to review the price sheet before completing, [george.woodbury@lightsmartconsulting.com](mailto:george.woodbury@lightsmartconsulting.com) or 603-321-0212.**

## PRICE SHEET

Change Quantity with specified control.

### **A1) Convert existing HPS Cobra heads to LED fixture with control supplied by client**

Installed  
Price Each \_\_\_\_\_

\$ \_\_\_\_\_

### A2) Price per month per fixture for current system (See A2 above) Assume 1670 or more.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

E1) General Repairs and Extra Work - Provide pricing for each Class of employee & equipment and materials markup as apply to extra work/ General repairs. (See provided pricing sheet). Please note all work must be performed by qualified personnel. All installed equipment must be in accordance with accepted utility standard equipment. Selected Vendor will be responsible for any waste material disposal in accordance with applicable state and federal laws. In the event of a warranty replacement vendor will be responsible to coordinate the exchange of a failed component and securing a replacement part from the approved supplier. WAREHAM will assist with setting up system for warranty replacements to simplify procedures. See pricing summary tables below under General Repairs. It should be noted that in some instances multiple items may be required to complete a repair once on site. The prices listed below are inclusive of travel and set up time and therefore are not additive.

Regular Rate \$ \_\_\_\_\_

After Hours Rate \$ \_\_\_\_\_

Holiday Rate \$ \_\_\_\_\_

### Extra Work Pricing

Item	Description	Price
EI-1	Journeyman Electrician/Lineman	\$ _____ per hour
EI-2	Journeyman Electrician/Lineman - Overtime	\$ _____ per hour
EI-3	Apprentice Electrician/Lineman	\$ _____ per hour
EI-4	Apprentice Electrician/Lineman - Overtime	\$ _____ per hour
EI-5	Lamp and Photocell Service Person	\$ _____ per hour
EI-6	Laborer	\$ _____ per hour
EI-7	Laborer - Overtime	\$ _____ per hour
EI-8	Truck (35 to 40 foot insulated bucket truck)	\$ _____ per hour
EI-9	Dump truck (2 to 3 yard)	\$ _____ per hour
EI-10	Crane (5 to 10 ton)	\$ _____ per hour
EI-11	Pole truck with pole auger	\$ _____ per hour
	<b>Extra Work Note EI-12 thru EI-19 apply to standard cobra-head fixtures only and include <u>labor and materials</u>.</b>	All prices below are installed prices inclusive of <u>labor and materials</u>
EI-12	Service call replace failed LED fixture replacement fixture supplied by town labor plus material. LED fixtures	\$ <u>N/A</u>
EI-13	Service call replace LED flood light labor plus material. HPS, MV, MH fixtures and flood lights	\$ _____
EI-14	Service call to adjust LED Q dialer fixture output and install different Dim4 control	\$ _____
EI-15	Service call to install light trespass shield	\$ _____
EI-16	Service call to recover Town equipment related to utility pole replacement (NJUNS)	\$ _____
EI-17		\$ _____
EI-18	Service call to replace HPS fixture including the fixture and photocell 50-150 Watt HPS	\$ <u>N/A</u> each
EI-19	Service call to replace HPS fixture including the fixture and photocell 250 Watt HPS	\$ <u>N/A</u> each
	<b>Prices below are installed prices including materials and labor- mast arms are 2 inch galvanized heavy duty mast arms. Includes wiring mast arm and other hardware with Town supplied fixture and control</b>	
EI-20	3 foot mast arm w/hardware	\$ _____
EI-21	4 foot mast arm w/hardware	\$ _____
EI-22	6 foot mast arm w/hardware	\$ _____
EI-23	8 foot mast arm w/hardware	\$ _____
EI-24	10 foot mast arm w/hardware	\$ _____
EI-25	12 foot mast arm w/hardware	\$ _____
EI-26	Price add to EI-20 through EI-25 to include install supplied Fixture	\$ _____
EI-27	Install supplied fixture on existing mast arm single call out-warranty replacement	\$ _____
EI-28	Service call replace failed fixture/control w/commissioningWarranty Labor only	\$ <u>N/A</u> -
EI-29	Service call replace photocell/control Warrantyreplacement Town supplied fixture or photocell	\$ _____

EI-30	Hourly Electrician labor rate with Bucket truck to install ancillary equipment (less than 15 lbs) on mast arm.	\$ _____
EI-31	Complete installation 6 ft. mast arm with wiring, fuse and supplied LED fixture and Control device on existing utility pole <u>with commissioning</u> . (New Install where there is no light currently. Provide sufficient pigtail for EVERSOURCE to connect to <u>secondary line</u> .) Incl mast arm	\$ <u>N/A</u>
EI-32	Complete installation 6 ft. mast arm with internal wiring, required fuse and supplied LED fixture and Control device on existing utility pole. New install where no light currently exists. Provide sufficient Pigtail on power side of fuse for EVERSOURCE to make connection to secondary. Incl mast arm	\$ _____
EI-33	Service call to replace failed photocell/control device with commissioning	\$ ____ <u>NIA</u> ____ each
EI-34	Rewire fixture internally or change internal fixture setting	\$ _____ each
EI-35	Install 35 foot aluminum pole of a quality as good or better than the EVERSOURCE specifications on existing foundation (Assume foundation is serviceable) with six foot mast arm and Town supplied LED fixture and control	\$ _____ each
EI-36	Transfer existing mast arm with fixture from old pole to replacement Pole	\$ _____ each
EI-37	Remove broken non-utility wooden pole (assume approximately one to two feet of the old pole is left above ground as from a knockdown) and install new 35foot wooden pole with standard sixfoot bracket and supplied LED fixture. Dispose of old pole.	\$ _____ each
EI-38	Labor to rewire defective mast arm wires and reconnect light fixture. Complete cost for labor, travel and equipment. Wire to be billed based on per foot price next item below. Price for this line does not include wire price.	\$ _____ each
EI-39	Replace defective mast arm wires with appropriately rated wiring for up to 250 watt fixtures. Price is wire only. Assume 10 feet of neutral and 10 feet of hot feed wire.	\$ _____ per foot
EI-40	Install approved Fuse holder and Fuse in connection with service call.	\$ ____ <u>NIA</u> ____ each
EI-41	Service call price-cost to respond to a service call and trouble shoot the light with no work required at the scene	\$ _____ each
EI-42	Remove existing wiring, mast arm and fixture, properly dispose of Waste materials return equipment to Town for future use	\$ _____ each
EI-43	Standard Material Markup	% _____

### **Bid Summary**

**Refer to description/pricing above to compute the dollar value for totals for each item below. Note the quantities listed are for evaluation purposes and are not a guarantee of work. They do reflect expected quantities in each year of service.**

#### **A1)**

Price per WAREHAM supplied LED fixture installed:

\$\_\_\_\_\_ x 750 lights = \$ \_\_\_\_\_  
With supplied control no commissioning

#### **A2)**

Price per lamp per month for existing streetlight system (LED, HPS, MH, MV) – applies to minimum one year contract:

\$ \_\_\_\_\_ x 1670 lights = \$ \_\_\_\_\_

E1-1 Regular Rate/hour: \$ \_\_\_\_\_ x 100 hrs = Total \$ \_\_\_\_\_

E1-2 Overtime Rate/hour: \$ \_\_\_\_\_ x 20 hrs = Total \$ \_\_\_\_\_

E1-8 35-foot insulated bucket truck rate per hour: \$ \_\_\_\_\_ x 200 hrs = Total \$ \_\_\_\_\_

E1-12 Service call to replace failed LED fixture and control if required warranty repair (fixture and control supplied by Wareham) Per visit: \$ \_\_\_\_\_ x 10 = Total \$ \_\_\_\_\_

E1-27 Install new supplied LED fixture on existing utility wood pole mast arm:

\$ \_\_\_\_\_ x 5 = \$ \_\_\_\_\_

E1-32 Replace defective 6-foot mast arm with wiring and supplied LED fixture with supplied control:

\$ \_\_\_\_\_ ea x 3 = \$ \_\_\_\_\_

E1-36 Transfer existing mast arm with fixture from old pole to new pole:

\$ \_\_\_\_\_ x 10 = \$ \_\_\_\_\_

E1-41 Warranty service call: \$ \_\_\_\_\_ ea x 20 = \$ \_\_\_\_\_

All other E1-13 to E1-42 items not listed separately above x 1 times =

\$ \_\_\_\_\_

### **TOTAL COMPARATIVE BID PRICE:**

\$ \_\_\_\_\_

Offerors should note the comparative bid price is the basis for identifying the lower bid price. Wareham reserves the right to adjust quantities for all qualified offerors if the town determines such adjustment would more accurately reflect expected quantities. The amount of extra work are estimates only. Offerors are bound by their proposal prices for the one-year term of the contract, with renewal options for two additional one- year periods. Extra work will be on an as needed basis and may be more or less than the estimated amount used for bid comparison. Every effort has been made to use reasonable estimates of expected quantities for each item.

## **APPENDIX A**

**The successful offeror will be required to execute an Agreement with the Town of Wareham containing substantially the same terms as listed below, updated and amended as necessary to include any other terms contained in this IFB and any relevant terms from the successful offeror's bid documents.**

**TOWN OF WAREHAM  
CONTRACT  
BETWEEN  
THE TOWN OF WAREHAM, MASSACHUSETTS  
AND**

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This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Town of Wareham, a municipal corporation location within the Commonwealth of Massachusetts, (hereinafter, the "Town"), and \_\_\_\_\_ (hereinafter, the "Contractor").

### **ARTICLE I**

#### **SCOPE OF SERVICES**

The Contractor shall furnish all labor and material required for the Energy Efficiency Conversion and Follow-On Warranty and Maintenance of Wareham street lights in accordance with the specifications in the IFB submitted to the Town of Wareham and is now attached as part of this contract.

### **ARTICLE II**

#### **TIME OF CONTRACT**

The Contractor shall commence work under this contract upon complete execution of such contract within thirty (30) days after receipt of the Notice to Proceed and complete the project by \_\_\_\_\_. The parties hereto agree that time is of the essence of this contract.

### **ARTICLE III**

#### **COMPENSATION**

1) Upon completion of these services described in Paragraph 1 above, \_\_\_\_\_ shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoices and documentation, the Town shall remit payment. The total compensation to be paid pursuant to this contract shall not exceed \$\_\_\_\_\_ as quoted in the attached IFB, dated October 26, 2022.

(2) Payment Schedule. Compensation for work performed pursuant to this Contract shall be in proportion to the percentage of completion as determined by the Town.

(3) The maximum compensation is limited to the amount of the available appropriation for these purposes.

The continuation of performance pursuant to this contract during fiscal year 2024 shall be subject to sufficient funds being appropriated or otherwise made available for such purpose. In the event such funding is not provided, the Town shall cancel this contract without further liability of any kind to the Contractor.

(4) The Contractor shall provide payroll wage sheets with all invoices for payment before the town will compensate the contractor in accordance with Section IX. PREVAILING WAGES in the Invitation for Bids, which is incorporated herein.

(5) Upon receipt of a signed contract the contractor may submit an invoice for materials and supplies not to exceed 25% of the Total Contract. The Town may require purchase orders or invoices to substantiate costs.

## **ARTICLE IV**

### **AFFIRMATIVE ACTION/PREVAILING WAGES**

The parties hereto agree that it shall be a material breach of this contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

## **ARTICLE V**

### **COMPLIANCE WITH LAWS**

The Contractor shall comply with all Federal, State and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

## **ARTICLE VI**

### **INCORPORATION OF G.L. 149**

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this contract and the Contractor.

## **ARTICLE VII**

### **INDEPENDENT CONTRACTOR**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract.

## **ARTICLE VIII**

### **TOWN'S LIABILITY**

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Town Administrator, the Board of Selectmen, or any other officer of the Town, or their successors in office, personally liable for any obligation under this contract.

## **ARTICLE IX**

## **INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, there or thereafter due to the Contractor, a sufficient amount to protect the Town against such claim, costs and expenses.

## **ARTICLE X**

### **INSURANCE**

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage in companies qualified to do business in the Commonwealth of Massachusetts, and acceptable to the Town.

A. Commercial General Liability Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$2,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage

- 1) Contractual Liability - \$2,000,000 per occurrence
- 2) Premises Operation Liability - \$1,000,000 per occurrence
- 3) Independent Contractors Liability - \$1,000.00 per occurrence
- 4) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5) Personal Liability - \$1,000,000 per occurrence
- 6) Products Liability - \$1,000,000 per occurrence

B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by other acting on behalf of or under the direction of the Contractor.

- 1) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined.

C. Workers Compensation Insurance--The Contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workers Compensation Policies.

- 1) Coverage A- Massachusetts
- 2) Coverage B- \$500,000 per insuring agreement

D. The Town and Engineer shall be identified as an additional insured under the Contractor's general liability policy. All policies shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town at the execution of this contract. Each such certificate shall specifically refer



to the Contract and shall state that such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination.

## **ARTICLE XI**

### **PERFORMANCE BOND/PAYMENT BOND**

The Contractor shall furnish a Payment Bond and Performance Bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be one hundred percent (100%) of the Contract price, including all services of whatever kind required thereby. Failure to provide such payment and performance bonds shall be grounds for termination.

## **ARTICLE XII**

### **ASSIGNMENT**

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitable assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

## **ARTICLE XIII**

### **INSPECTION AND REPORTS**

The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

## **ARTICLE XIV**

### **TERMINATION FOR CAUSE**

If any time during the term of this contract the Town determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure said breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Town as provided in Article IX from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon the date so specified, this contract shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

## **ARTICLE XV**

**NOTICE**

Any and all notices, or other communications required or permitted under this contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

**ARTICLE XVI****SEVERABILITY**

If any term or condition of this contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE XVII****GOVERNING LAW**

This contract shall be governed by, constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this contract.

**ARTICLE XVIII****ENTIRE AGREEMENT**

This contract, including all documents herein by reference, and including the Invitation for Bids, constitutes the entire integrated agreement between parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ADDITIONAL REQUIREMENTS**

This contract is subject to the completion and submittal of the following documents, which are included and made part of this contract, in addition to any previously referenced:

1. Certificate of Non-Collusion
2. Certificate of Tax Compliance
3. Certificate of Vote

**IN WITNESS WHEREOF**, the parties to these presents have executed this Contract in the year and day first above mentioned.

**TOWN OF WAREHAM**

54 Marion Road  
Wareham, MA 02571

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Derek D. Sullivan  
Town Administrator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Approved as to the Availability of funds:

\_\_\_\_\_  
Town Accountant  
Account Number:

Approved as to Form: \_\_\_\_\_  
Atty. Richard Bowen, Town Counsel

Recommended by:

\_\_\_\_\_  
David Menard, Director of Municipal Maintenance