

Town of Westwood

**Invitation for Bids
DPW-16-B-003**

Energy Efficiency Conversion and Follow-on

**Warranty and Maintenance Services of a Municipal Street Lighting
System**

July 2015

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**ENERGY EFFICIENCY CONVERSION AND FOLLOW-ON
WARRANTY AND MAINTENANCE SERVICES OF A MUNICIPAL STREET LIGHT
SYSTEM**

The Town of Westwood will receive bids from qualified bidders for the Energy Efficiency Conversion and Follow-on Warranty and Maintenance Services of their Municipal Street Light System in accordance with the provisions of Chapter 30 § 39M of the Massachusetts Bidding Statutes.

Bidders must meet the minimum experience and qualifications as outlined in Section 3.1 and have completed the pre-qualification application in its entirety.

GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by 11:00 am on Thursday, August 6, 2015 to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090

- Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.
- Submit the proposal in a sealed envelope clearly marked *Bid # DPW-16-B-003*, **“Westwood Street Light Energy Efficiency Conversion and Follow-on Warranty and Maintenance Services,”**.
- The Price Bids must be submitted in a separate envelope marked, **“Westwood Street Light Energy Efficiency Conversion and Follow-on Warranty and Maintenance Services, Price Bid.”** The price Bid will be opened in a public forum and bid prices announced to all in attendance. The Communities will then examine the qualifications of the lowest apparent bidder. If the bid does not meet the pre-qualification requirements they will be so notified and the next apparent low bidder’s qualifications will be reviewed and if satisfactory they will be awarded the contract.
- The Town reserves the right to consider all information available to it in awarding this contract, and may, if it determines it to be in the best interest re-advertise or not award a contract. Non-acceptance of any Bid will not imply any criticism of the Bid or convey any indication that the Bid was deficient except in the case of incomplete or inadequate bid submissions. The award will be based on the lowest overall bid price submitted by a qualified bidder. All materials submitted in response to the IFB become the property of the Town and will be returned only at the option of the Town. The Town has the right to

use any or all ideas presented in response to the IFB, whether amended or not. Selection or rejection of the Bid does not affect this right. Firms responding to this IFB will not be compensated for costs incurred in preparing their Bids.

- A five percent (5%) bid bond must be submitted with your bid. The selected Offeror will be required to post a 50% Payment Bond and a 100% performance bond.
- The proposal must include a Non-Collusion form, Tax Compliance Certificate, Bid Pricing Sheet, Proof of Insurance and Reference Form. The Tax Certification will also be submitted with the bid.
- Bid Form
 - All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
 - The bidder to whom the bid is awarded will be required to execute an Agreement within twenty (20) calendar days from the date when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
 - In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder's ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.
- Contractor Must Conform to Schedule of Wages - Department of Labor and Industries - for the Work to be Done - Chapter 149, Sect. 26 - 27-D. Prevailing Wage Rates can be found at Appendix D.
- Contractor must be in compliance with all Occupational Safety and Health (OSHA) requirements.
- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
- The contract will be awarded within thirty (30) days after the proposal receipt. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder. The Selected Offeror will be required to sign the Contract with the Town of Westwood (see Appendix A for Draft Contract).

SECTION 1.0: SUMMARY

The purpose of this Invitation for Bids is to select from a pool of qualified firms, one of which who will be chosen to assist the Town of Westwood in Massachusetts (hereinafter designated the “Town” or as the “Town of Westwood” for the purpose of this invitation of bids.) with the energy efficiency conversion and follow-on warranty and maintenance services of the municipal street light system of approximately 1116 street lights. Once Offers are validated for completeness and compliance with the bid requirements, the selected firm will be authorized to begin work immediately upon award and availability of materials. Selection will be based on the lowest qualified offer calculated in accordance with the price proposal section of the bid documents. Funding for periods subsequent to July 1, 2016 is subject to annual appropriation.

The existing street lighting system was acquired from the Town of Westwood’s local distribution company pursuant to MGL 164 Section 34A and has been maintained by the Town of Westwood either in house or through contract services. A summary inventory of lights is included as Appendix B of the Invitation for Bids. A detailed list is available on request. The Town 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. The Town is responsible for the underground feeds to all subsequent lights where the feed serves no other purpose than to supply underground streetlights. Please refer to the License Agreement with the utility for specifics. The Town is further not responsible for the accuracy of the inventory but believes it to be reasonably accurate. It is the Offeror’s responsibility to verify to the extent necessary the accuracy of the inventory.

It is the Towns intent to complete a conversion to LED lights that will be supplied by the Town of Westwood to the selected vendor at the selected vendor’s place of business or designated location. The removed lights and light components will be disposed of by the selected vendor in accordance with the governing state and federal laws.

SECTION 2.0: REQUIRED SERVICES

2.1 LED Installation

Remove all existing street light fixtures and install the provided LED streetlight in accordance with the detailed installation list and guidance 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. Dispose of all waste materials in accordance with all applicable Federal and State Law and Regulations. Identify any failing mast arms or seriously degraded wiring for replacement. Record all required information on the pole numbers, equipment installed and dates and provide weekly electronic reports on excel spreadsheets using the supplied format. Commission all intelligent controls installed. Identify any errors in the supplied inventory.

2.2 Follow-on Warranty and Maintenance Services

Provide an on call service to repair any failed streetlight. Such work will be on a Time and Materials basis and will be approved by the Town in advanced. All reported inoperable lights

will be serviced in five (5) working days or less from the date of notification. The five working days shall be measured beginning the first full day following receipt of the outage report; receipt of a batch list or 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 Offeror 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, 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 the Town. The Town will supply the initial inventory of spares. 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. Should any HPS fixture fail it during the project in an area that will not be scheduled for work for more than two weeks (out of sequence work) it will be replaced by the designated LED for that location at the Town's discretion? The Town may agree to allow it to be addressed when that area is addressed rather than replaced out of the construction sequence. Other lighting services as may be requested from time to time and agreed to by the Selected Offeror and the Town. 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 be commissioned. This type of work will be considered "Extra Work" as defined in paragraph E. Section 5.1.

2.3 Equipment, Personnel and Supplies

Provide all equipment, qualified personnel and supplies necessary to provide timely services to all out of service lights. Provide a feedback mechanism to keep the Town 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.

2.4 Bid Price and Rule for Award

All bids will be based on the time and materials pricing sheet, the installation costs for the next round of LED fixtures and a reasonable estimate of the expected frequency of repairs over the three 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 and qualified bidder. The bid priced used for this will be the "Total Comparative Proposal Price."

2.5 Conversion Component

The Town intends to convert approximately 1116 existing Cobra head or incandescent streetlights and approximately 98 decorative fixtures to LED light sources to provide more uniform lighting levels and lower energy usage. The existing decorative fixtures will be retrofitted once a suitable retrofit kit is identified and approved by the Town of Westwood and will be quoted separately as part of the follow-on work. 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 times the unit installation price for each.

2.6 Agreement Duration

Agreement shall be for a period of one year. There will also be options to extend the contract for an additional two (2) years. The Town reserves the right to terminate the Agreement in the event of unsatisfactory performance of the contractor or for the Town's convenience. Such notice will be given 60 days in advance of the then current scheduled end of contract date. The Town may also extend the contract for two additional one year terms. Notice of extension will be provided 60 days in advance of the then scheduled end of term of the current contract.

2.7 Prevailing Wages

Prevailing wages do apply to this contract and are located at Appendix D.

2.8 Waste Disposal

Ensure all waste materials generated from the 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 Town and retain copies for the required period of time under the applicable laws.

SECTION 3.0: FORM OF BIDS

3.1 Qualification Standards

Bids will only be accepted from Bidders meeting the below listed minimum qualifications. Bidders may submit for consideration what they believe are equivalent qualifications. Acceptance of any substitute qualifications as equivalent will be at the sole discretion of the Town. **Bidders must submit their qualifications standards to the Town with their submission.** Only bid submissions from qualified bidders will be considered. Information required in paragraph 3.1 will be contained in the "Qualification" section of the proposal.

3.1.1 Experience. Bidders must have not less than two years' experience maintaining a municipal or government owned street lighting system of at least 1000 street lights.

3.1.2 The operation of a 24-hour call service with a single toll free number answered at all times by a person to receive outage reports. This call service will be tested. If the call is routed to an answering service and a return call from the companies on call person is not received within one hour (60 minutes) the call center will be deemed unacceptable and may be cause for rejection of the company's qualifications. Call center may be a direct link via only one phone number to the on call person that provides toll free service for the caller or any other means of connection to a

responsible person for receipt of the outage report or questions concerning the contract.

- 3.1.3 Have satisfactory reports from all street lighting maintenance contracts.
- 3.1.4 Have sufficient licensed electricians and or journeyman linemen on staff. Provide a list of personnel assigned to do the work in Westwood and copies of their certifications and or licenses. **Use of non-qualified personnel is justification for immediate termination of the contract.**
- 3.1.5 The Offeror has the necessary staff and equipment to perform the work or demonstrated the ability to have the necessary manpower and equipment within a reasonable time (2 weeks) from contract award in addition to any other existing ongoing contracts. The contractor must be able to provide sufficient workforce to complete the installation work in four weeks. Have at least one insulated bucket truck capable of reaching 35 feet and the ability to field sufficient crews to complete the conversion work of the existing cobra-heads in 4 weeks from the notice to proceed and contingent on the availability of materials. Penalties will apply for failure to comply. The Offeror must demonstrate availability either through ownership, lease, loan, or partnership of other needed equipment such as pole trucks, auger trucks, jack-hammers and associated compressors, cranes, etc. as may be typically required for street light maintenance and repairs including knockdowns or decorative underground fed lighting.
- 3.1.6 Demonstrated ability and experience to satisfactorily install streetlights on wood, metal and concrete poles including installation of the poles both with and without foundations and associated underground service.
- 3.1.7 Provide a list of references for all related work over the past two years.
- 3.1.8 Answers to the above questions will be submitted in a written format and may include any additional information the Offeror wishes to provide but must as a minimum address the above listed items 3.1.1 through 3.1.7. A simple statement of qualification will not be sufficient. You must provide specific examples in sufficient detail for the Town to determine from your written justification that you meet the above minimum qualifications. If you believe you have examples of work which would be the equivalent of the above qualifications you may submit them for consideration. The Town will consider any such submission but reserves the right to reject any that in its opinion are not equivalent. Failure to satisfactorily address each of these issues will result in rejection of the bid at the sole discretion of the Town.

3.2 Energy Efficiency Conversion

- A. All required fixtures, photocells and controls will be ordered by the communities through the State Bid approved vendor. These will be shipped to the address identified by the selected vendor. The selected vendor will verify the counts and details of the received equipment to the Westwood and thereafter is responsible for the accepted quantities. The Selected vendor will in coordination with the Town of Westwood and LightSmart Energy Consulting (consultants on the job) meet with the

Town of Westwood 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 costs 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, the mast arm is in a badly deteriorated state or the internal wiring is brittle and unsafe the Town of Westwood will be notified so they can authorize a replacement. Any removed mast arms or wiring will be made available for inspection by the Town of Westwood representative.
- C. Commissioning-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 will be commissioned. The commissioning process involves recording the supplied bar code of the control device and the location of the fixture. This can be done by tearing the top off of the box the device comes in and recording the pole number and location on that cover which has the barcode label attached to it. Those tops are saved and turned in each day for recording the data onto the inventory sheets. We are attempting to order the devices with the built in GPS. LightSmart Energy Consulting will supply sufficient GPS equipment for each crew if necessary. LightSmart will also provide the needed training. This process adds less than one minute to the installation process.

3.3 Routine On-Call Maintenance Component

Complete any required repairs as requested. All work will be on a time and materials basis.

- A. Routine maintenance of existing or remaining HPS fixtures not replaced nor scheduled for replacement includes the service or replacement of internal components, removal of bird 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 flat lens fixture to insure the roadway is properly illuminated and quarterly night checks of all lamps in the Town. All LED fixtures installed will include replacing any failed LED fixture with the equivalent replacement LED fixture supplied by the Town 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 IMSA qualified. The installed fixture must meet all applicable codes if the fixture is upgraded (refer to the licensing agreement with the serving utility). 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.

- B. Call center operation. Offerors **must have a 24/7 call center** to receive reports of outages from all potential sources. The call center is viewed as a vital component of the operation not only because it must schedule the work based on input from multiple sources but also because, as the primary customer contact, it will set and manage customer expectations. It also collects performance data and prepares reports as required by the Town.
- C. Energy Efficiency Improvements. 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. 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 recorded along with the location information i.e. street and pole number.

SECTION 4.0: GENERAL PROVISIONS

4.1 Correspondence Prior or During Bid Submission Period

- A. Any information released by the Town either verbally or in writing before the issuance of this IFB shall be deemed preliminary and binds neither the Town nor the Offeror.
- B. The Town will not accept oral supplements, revisions or changes to the responses to this IFB. Written supplements, revisions or changes will be accepted before the Bid deadline only if submitted in a sealed envelope.
- D. The Town will establish a project coordinator. For the purpose of this IFB, Mr. Thomas Philbin Energy Efficiency Manager, Town of Westwood, will be the project coordinator. All inquiries and communication concerning this IFB must be made in writing to Ms. Michelle Miller, Procurement Manager, 580 High Street, Westwood, MA 02090. Inquiries and communication concerning this IFB may also be submitted via email to procurement@townhall.westwood.ma.us. No inquiries will be accepted after five (5) business days prior to the bid due late date. The Town will respond to all inquiries, or in an amendment, which will be posted to the Town of Westwood website. The Town is not responsible to communicate with any interested party who has failed to file with the Town.
- E. Offerors must respond in writing to all follow-up questions by the Town concerning their Bid.

4.2 Contract Award

- A. It is the Town's goal to have a Contractor selected by August 5, 2015 and to begin work immediately following completion of all contract documents and availability of materials, although some minor delay may occur. All work in the three communities must be complete within eight weeks of the start date
- B. The Town intends to award the contract to one Offeror only, generally referred to herein as 'the Selected Offeror'. The Selected Offeror shall be solely responsible for any separate contractual agreements with each Town of Westwood and its sub-contractor(s), if any are proposed and agreed to between the Town and the Selected Offeror. The Selected Offeror will enter into a separate Agreement with the Town to provide for special requirements

and payment for services based upon the recommendations of the Selected Offeror and the decisions of the Town based upon those recommendations.

- C. The Selected Offeror must agree to honor price quotes for 60 days. Prices may include a provision for annual adjustment based on the December Boston CPI-U to be effective beginning 1 July the following year and remaining in effect until the end of the Town fiscal year, 30 June of the following year. Bidders must include a statement in their bids if the CPI-U will apply. Absent such a statement the prices quoted will be considered fixed for the term of the contract. Any such adjustment must be provided to the Town by 15 January of the year it will go into effect. In comparing bid prices the Town shall assume the CPI shall adjust at 2.5% per year for those bidders indicating the CPI-U will apply.
- D. Award of the contract is the sole discretion of the Town of Westwood or its designee(s). The Town 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.
- E. The Town may negotiate separate agreements around special lighting-related projects unique to their own needs but within the Scope of Services described herein.

4.3 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 the Town.
- 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 the Town measured either in value of services rendered or in selected Offeror's time spent on such services.
- C. The Town 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 the Town. The Offeror shall be as fully responsible to the Town 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, the Town shall have the right to require the Offeror to cure any defaults or defective work within a reasonable period of time and if the Town 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 (ii) take any action that would otherwise cause the Town to cease to have good and marketable title to the Facilities or Additional Facilities.
- G. The Town'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 the Town to the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Town 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 the Town promptly after receipt of an invoice therefore.
- H. The Offeror shall comply fully with the terms of the Licensing Agreement with Commonwealth Electric Company (EVERSOURCE) except as may be separately negotiated by the selected Offeror with the utility and as agreed to by the Town.

4.4 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 the Town for this Agreement and with any party engaged by the Town 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. Late Penalties. Due to the nature of the incentive programs of the utilities it is critical all work be completed not later than four weeks from commencement of work. Penalties may be assessed by the Town of Westwood for failure to complete within their prescribed 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 the Town of Westwood and LightSmart Energy Consulting 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. The Selected Offeror is responsible to secure any other required materials such as wiring or mast arms in a timely fashion. Any such penalty imposed shall be deducted from any amounts due the Selected Offeror.

4.5 Compensation

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

- A. The maximum fee for all Selected Offeror and sub-contractor services and expenses shall not exceed the negotiated amount. The maximum fee shall be all-inclusive. In no event shall the Town 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 the Town.

- B. The Selected Offeror shall submit invoices for services rendered on the schedule agreed to between the Town 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 the Town 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. The Municipalities 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.
- 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 the Town or any services made necessary by the fault or negligence of the Selected Offeror or any of its sub-contractors.
- F. The Town 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. I think this was stated already

4.6 Insurance

- A. The Selected Offeror shall be responsible for all claims of any type whatsoever arising from the Selected Offeror's utilities operations in connection with this contract causing damage to any persons or property including public, private and the utilities collocated on the poles supporting the light fixtures.
- B. For each policy of liability insurance other than employer's liability under worker's compensation, the Town of Westwood and its serving utility company shall be named as an additional insured. The Town of Westwood is serviced by EVERSOURCE (a Northeast Utility (NU) Company).
- C. **Each Offeror must submit proof of insurance with their** technical Bid or a statement certifying their ability to obtain such insurance if awarded the contract.

4.7 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 prevailing wage laws as applicable.

4.8 Termination of Agreement

- A. Under the contract awarded, the Town may terminate the Agreement as follows:
 - 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 by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town.

2. Termination for Convenience: The Town 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 the Town of costs incurred to date of termination and the Town 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 the Town all Materials, including 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 the Town 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 the Town 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 the Town 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.

4.9 Equal Employment Opportunity

In connection with the performance of work under the contract awarded, the Selected Offeror shall not discriminate against any employee, sub-consultant or applicant for employment because of race, color, religion, creed, national origin, ancestry, gender, age or handicap. The Selected Offeror shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission against Discrimination (MCAD), One Ashburton Place, Boston, MA 02108, Tel. (617) 727-3990, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Selected Offeror shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

4.10 Certifications by the Selected Offeror

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

- A. 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 and inducement for, or in connection with, the award of the contract.

- B. 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.
- C. 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.
- D. The Selected Offeror will comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

4.11 Taxes

By execution of an Agreement with the Town, the Selected Offeror, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, complied fully with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, withholding and remitting of child support, filed all state tax returns and paid all state and local taxes required under law.

4.12 Conflict of Interest

By execution of an Agreement with the Town, the Selected Offeror acknowledges that the Town is a Town for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Selected Offeror based on said statute.

4.13 Miscellaneous Agreement Provisions

The contract awarded will contain the following miscellaneous provisions:

- A. Successors and Assigns: Subject to paragraph 4.13 B below, the Town and the Selected Offeror each bind itself, its partners, successors, assigns, and legal representative to the other party.
- B. Entire Agreement: The Agreement between the Town of Westwood and the Selected Offeror shall represent the entire and integrated agreement between the Town and the Selected Offeror with respect to the services to be performed and products to be delivered under the Agreement, and shall supersede all prior negotiations, representations or agreements, either written or oral. This Invitation for Bids and the Selected Offeror's Bid may be incorporated into the Agreement either in whole or by reference. The Agreement may be amended only by written instrument signed by both the Town and the Selected Offeror.
- C. Confidentiality: The Selected Offeror shall not, without the Town's' prior written consent, release or disclose any information relating to the project to anyone except as necessary to perform its duties hereunder.

- D. **Certifications:** The Selected Offeror shall, from time to time, make such certifications and statements to the Town of Westwood as the Town shall reasonably request, and in such form as the Town shall reasonably request, provided that the Offeror determines that such certifications are true and correct based upon services performed by the Offeror under the Agreement. Offerors shall sign the certifications outlined in Section 4.12 through 4.14 and included following section 5 of this IFB and return same with their pre-qualification submission.
- E. **Additional Services:** If the Town requests the Selected Offeror to perform additional services beyond the Agreement scope of services, the Selected Offeror shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- F. **Amendments:** During the project, the Town may elect to revise the Agreement scope of services, or change emphasis or direction, depending on interim findings and events or other circumstances which could increase the communities overall savings. Any changes will be made only by written mutual agreement between the Town and the Offeror. The Agreement shall be amended accordingly.
- G. **Disputes:** All claims, disputes and other matters in question between the Municipalities and the Selected Offeror arising out of or relating to the Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Bristol County, Massachusetts, or to any other dispute resolution mechanism agreed to in writing by the parties. The parties agree to negotiate in good faith any claims, disputes or other matters in question during the term of the Agreement before resorting to litigation or alternative dispute resolution.
- H. **Limited Liability:** No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Selected Offeror under the Agreement, for the Town's payment obligations or otherwise, the Selected Offeror agreeing under the Agreement to look solely to the assets of the Town for the satisfaction of any liability of the Town under the Agreement. In no event shall the Town ever be liable to the Selected Offeror for indirect, incidental, or consequential damages.
- I. **No Waiver:** The Town's review, approval, acceptance or payment for services under the Agreement shall not operate as a waiver of any rights under the Agreement and the Selected Offeror shall be and remain liable to the Town for all damages incurred by the Town as the result of the Selected Offeror's failure to perform in conformance with the terms and conditions of the Agreement. The rights and remedies of the Town provided for under the Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of the Agreement.
- J. **Interpretation:** If any provision of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall continue in effect to the extent permitted by law. Paragraph headings in the Agreement are include for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of the Agreement.

SECTION 5.0: SPECIAL INSTRUCTIONS TO OFFERORS FOR THE ENERGY EFFICIENCY CONVERSION AND FOLLOW-ON WARRANTY AND MAINTENANCE SERVICES OF STREETLIGHTS

It is the Town's intention to solicit price 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 will be on call to provide any required repairs or warranty repairs to street lights within the Town of Westwood.

5.1 General Maintenance

Includes all operations and services necessary to keep all Town of Westwood streetlights operational (see included inventory). 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 the Town. Pricing shall be on a time and materials basis. For the purposes of this IFB bidders 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. The Town may at any time determine that it is either required or it is in the best interests of the Town to seek additional bids for these items.

- A. Routine replacement of failed lamps (bulbs) and photocells, ballasts, starters, igniters, standard lenses and reflectors for any remaining HPS fixtures. Includes the provision of appropriately trained personnel, equipment, and overhead equipment necessary to routinely replace lamps, photocells, and other streetlight components, cleaning of the lenses as necessary in conjunction with the service, replacement of lenses that are discolored or damaged, trimming of branches within three feet of the lamp that may interfere with the projection of illumination on the street, and general cleaning of the fixture to remove any foreign material such as nests. Price is to be expressed in cost per repair labor only (see pricing sheet) materials to be at cost plus standard markup.. The bid amount will be based on the prices quoted times the estimated quantities of each type fixture repair to arrive at a total price for this component. Price should include operation of a call center and the preparation of regular performance reports.
- B. Warranty repairs of LED lights. All existing LED lights and all newly installed LED lights have a ten year warranty. Repairs 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. The Town 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 the Town and LightSmart Energy Consulting for resolution
- B. Knockdowns, new installations, and equipment up-grades. The selected Offeror's responsibility is limited to making the site safe and recovering any Town owned equipment. The following day the selected Offeror shall provide a cost proposal to complete the needed repairs. The Town 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 do the work. The Town may also seek additional quotes for this work as may be in their 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 the Town. 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 the Town 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. Currently there is only one non-utility pole in the Town. However this may change during the course of the contract or there may be discrepancies in the utility inventory.

- C. Energy Efficiency Upgrades. Includes installation of a new fixture supplied by the Town, tree trimming and is ordered for specific lights on a particular street or group of streets. Prices should be expressed as a per lamp installed cost including a new photocell Photocells shall be designed for not less than 5,000 cycles and meet EVERSOURCE specification requirements.
- D. Call center operation. The call center operation will be included as a standard requirement. Once per month or as may be otherwise agreed to a report will be provided to the Town detailing the services performed that month including all calls received and from whom, date of repair and the nature of the repair. It is expected that any time a crew is out they will look for outages and make appropriate repairs at that time.
- 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 for disposal. These costs are will be billed separately at the time and materials price.

5.2 Unbalanced Bids

Important notice to bidders. In submitting and signing a bid proposal, the Bidder understands that the Town of Westwood reserves the right to reject any and all bids or to waive any informality in the submitted bid documents. The Town may also reject any bid that has unit prices, which in the opinion of the Town'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 and reasonable cost of materials and equipment, profit and overhead to perform the work described. If in the opinion of the Town's purchasing authority the prices offered are unreasonable or obviously unbalanced, the Town may reject such offer or if permitted by law renegotiate such prices to be acceptable.

6.0 CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business

7.0 CONFLICT OF INTEREST STATEMENT

The Offeror hereby certifies that:

- The Offeror has not given, offered, or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with, the award of a contract for these services.
- No consultant to, or, subcontractor for the Offeror has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Offeror, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Offeror.
- No person, corporation, or, other entity, other than a bona fide full time employee of the Offeror has been retained or hired to solicit for or in any other way assist the Offeror in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Offeror.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business

Address of business

8.0 BID PRICE

The bid prices are to include and cover the furnishing of all materials (except LED fixtures and controls EITHER LONG LIFE PHOTOCELL OR INTELLIGENT CONTROL), equipment, personnel and overhead necessary to perform the work described in the Special Instructions to Offerors (Section 6) of these bid documents. The undersigned proposes that in the event this Bid is found to be acceptable to the Town 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 1116 cobra head street lights and follow-on maintenance of approximately 1214 total streetlights including decorative fixtures. See detailed list at Appendix B, Exhibit A.

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 the Town. Such price will include labor and miscellaneous minor materials to remove the existing cobrahead fixture and install a replacement LED cobrahead 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 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. 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. The Town 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.

Paragraphs B and C are intentionally omitted from this document.

PRICE SHEET

Change Quantity	Installed Price Each	Installed Total Price
LED Cobra heads (No commissioning)		
	<u>Labor, _____</u>	1116ea
	\$ _____	\$ _____
LED Cobra heads (with commissioning)		
	<u>Labor, _____</u>	1116ea
	\$ _____	\$ _____
TOTAL _____		

D1) EMERGENCY RESPONSE. Minimum response time is two hours. Assume one hour on scene. Provide both after hours and regular hour response pricing and define both. As an example the initial response may defined as consisting of only a standard 35 foot bucket with one repairman. Specialized equipment such as a crane or hoist truck is to be billed as an extra cost. The initial emergency response consists of rendering the scene safe and safeguarding any Town equipment. Follow-on repairs are typically priced on a time and materials basis and are subject to **separate bidding as may be determined by the Town.** Include weekend and holiday rates as well as overtime rates and when they are applicable.

D1a Emergency response crew one qualified person plus 35 foot bucket truck for one hour plus one hour travel will be allowed. List total price for above crew and equipment for one hour on the ground and one hour total travel time (half hour each way). Total bid price for this line item shall be the result of twelve total requests

Regular Rate \$ _____
 After Hours Rate \$ _____
 Holiday Rate \$ _____

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). The Town will assume sixty (60) hours of straight time work for an electrician or journeyman lineman. If rates for these two classes are different then 30 hours will be assigned to each. Please note all work must be performed by a licensed electrician. An additional twenty-one (12) hours of overtime rates for the same class will be also added as well as the installation costs nine six foot bracket with supplied LED fixture with control/photocell as supplied by the Town fixture on an existing utility owned wooden pole, 10 pole transfers of existing fixtures from an old pole to a new pole in connection with utility pole renewals/replacements. Pole replacements new poles, underground work or any other non-routine repair work will be considered extra work and will require a separate proposal and acceptance by the Town.

Extra Work and Unit Pricing

Item	Description	Price
E1-1	Journeyman Electrician/Lineman	\$_____ per hour
E1-2	Journeyman Electrician/Lineman – Overtime	\$_____ per hour
E1-3	Apprentice Electrician/Lineman	\$_____ per hour
E1-4	Apprentice Electrician/Lineman – Overtime	\$_____ per hour
E1-5	Lamp and Photocell Service Person	\$_____ per hour
E1-6	Laborer	\$_____ per hour
E1-7	Laborer – Overtime	\$_____ per hour
E1-8	Truck (35 to 40 foot insulated bucket truck)	\$_____ per hour
E1-9	Dump truck (2 to 3 yard)	\$_____ per hour
E1-10	Crane (5 to 10 ton)	\$_____ per hour
E1-11	Pole truck with pole auger	\$_____ per hour
	Extra Work Note E1-12 thru E1-19 apply to standard cobra head fixtures only and include labor and materials.	All prices below are installed prices inclusive of labor and materials
E1-12	Service call replace 35 to 150 watt bulb and standard photocell labor plus material. HPS, MV, MH fixtures	\$_____.
E1-13	Service call replace 250-400w watt bulb and standard photocell labor plus material. HPS, MV, MH fixtures and flood lights	\$_____.
E1-14	Service call to replace HPS starter (all Wattages)	\$_____.
E1-15	Service call to replace HID ballast (all Wattages, Voltages, types)	\$_____.
E1-16	Fuse (streetlight KTK) all fixtures	\$ N/A _____
E1-17	Replace Cobra lens (dish or flat lens)	\$_____.
E1-18	Service call to replace HPS fixture including the fixture and photocell 50-150 Watt HPS	\$_____ each
E1-19	Service call to replace HPS fixture including the fixture and photocell 250 Watt HPS	\$_____ each
	Prices below are installed prices including materials and labor- mast arms are 2 inch galvanized heavy duty mast arms.	
E1-20	3 foot mast arm w/hardware w/o fixture	\$_____.
E1-21	4 foot mast arm w/hardware w/o fixture	\$_____.
E1-22	6 foot mast arm w/hardware w/o fixture	\$_____.
E1-23	8 foot mast arm w/hardware w/o fixture	\$_____.
E1-24	10 foot mast arm w/hardware w/o fixture	\$_____.
E1-25	12 foot mast arm w/hardware w/o fixture	\$_____.
E1-26	Price add to E1-18 through E1-23 to include install supplied Fixture	
E1-27	Install supplied fixture on existing mast arm single call out-warranty replacement	\$_____.
E1-28	Service call replace failed fixture/control w/commissioning Warranty Labor only	\$_____.
E1-29	Service call replace fixture/photocell w/o commissioning Warranty replacement	\$_____.
E1-30	Hourly Electrician labor rate with Bucket truck to install ancillary equipment (less than 15 lbs) on mast arm.	\$_____.
E1-31	Complete installation 6 ft. mast arm with wiring and supplied LED	\$_____.

	fixture and Control device on existing utility pole with commissioning. (New Install where there is no light currently. Provide sufficient pigtail for EVERSOURCE to connect to secondary line.)	
E1-32	Complete installation 6 ft. mast arm with internal wiring and supplied LED fixture and Control device on existing utility pole w/o commissioning. New install where no light currently exists. Provide sufficient Pigtail on power side for EVERSOURCE to make connection to secondary.	\$_____.
E1-33	Service call to replace failed photocell/control device with commissioning	\$_____.
E1-34	Rewire fixture internally or change internal fixture setting	each
E1-35	Replace photocell receptacle with approved ANSI 136.41 seven pin receptacle. Includes providing receptacle.	\$_____.
E1-36	Install 35 ft aluminum pole of a quality as good or better than the US NSTAR specifications on existing foundation (Assume foundation is serviceable) with six foot mast arm and 150 watt HPS cobra head cutoff fixture	each
E1-37	Transfer existing mast arm with fixture from old pole to replacement pole in connection with utility company pole replacement.	\$_____.
E1-38	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 35 foot wooden pole with standard six foot bracket and supplied LED fixture. Dispose of old pole.	each
E1-39	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.	\$_____.
E1-40	Replace defective mast arm wires with appropriately rated wiring for up to 250 watt fixtures. Price is wire only.	per foot
E1-41	Install approved Fuse holder and Fuse in connection with service call.	\$___N/A_____.
E1-42	Service call price-cost to respond to a service call and trouble shoot the light with no work required at the scene	\$_____.
E1-43	Deduct for labor to install a fuse holder and fuse for any service call where the fuse is already installed	-\$___N/A_____.
E1-44	Standard Material Markup	_____%

Total Comparative Bid Price components

The following section uses the above unit pricing to determine a total comparative price for the bid evaluation. Unit prices are multiplied by estimated work amounts and then the result is totaled to complete the Total Comparative Bid price.

Proposal Summary Refer to description/pricing above

Totals for each Item. 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 ENERGY EFFICIENCY UPGRADES

Price per Town supplied LED fixture installed \$ _____ X 1116 lights =
\$ _____
with supplied photocell no commissioning (**do not include this price in Total
Comparative Price below**)

Price per supplied fixture installed \$ _____ X 1116 lights = \$ _____ (A)
with supplied control with commissioning (**use this number in computing Total
Comparative Price**)

Paragraphs B and C are intentionally omitted from this document.

D1 A EMERGENCY RESPONSE

Emergency Response assume 9 times over three years
Regular rate per trip \$ _____ X Nine times = \$ _____ (D1a)
Overtime Rate per trip \$ _____ X Nine times =
\$ _____

E1 GENERAL REPAIRS

E1-1 Rate/hour \$ _____ X 25 hours Total \$ _____ (E1-1)

E1-2 Overtime Rate/hour \$ _____ X 30 hours Total \$ _____ (E1-2)

E1-8 35 foot Insulated Bucket Truck Rate \$ _____ per/hr X 35 hrs
= \$ _____ (E1-8)

E1-25 Install new supplied LED fixture on existing
Utility wood pole mast arm \$ _____ X 15=
\$ _____ (E1-25)

E1-12 Service call to replace failed lamp or photocell
decorative fixture Per visit \$ _____ X 15
\$ _____ (E1-12)

E1-32 Transfer existing mast arm with fixture from old pole to new
Pole. \$ _____ X 15 =
\$ _____

E1-29 Replace Defective 6 foot Mast Arm \$ _____ ea X 15=
\$ _____ (E1-29)
with wiring and supplied LED fixture with supplied control

E1-43 Warranty service call \$ _____ ea X 18=
\$ _____ (E1-43)

All other E1-12 to E1-42 items not listed above X 3 times
\$ _____ (E1-13,14,15,16,17,18,19, 20, 21, 22, 23, 24, 25, 26,
27, 28, 30, 31, 33, 34, 35,36,37,38,39, 40[assume 8 feet of wire per time],41,42)

Using the totals computed on the previous page except as noted under A1, sum them into a single final number and show that below.

TOTAL COMPARATIVE PROPOSAL PRICE

\$ _____

NOTE: the comparative Proposal price is the basis for identifying the lowest Proposal price. The Town reserves the right to adjust quantities for all qualified Offerors if the selection committee determines such adjustment would more accurately reflect expected quantities. The amount of extra work and number of emergency responses are estimates only. Offerors are bound by their Proposal prices for the three-year term of the contract. Extra work will be on an as needed basis and may be more or less than the estimated amount used for Proposal comparison. Every effort has been made to use reasonable estimates of expected quantities for each item.

9.0 TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed under the penalties of perjury.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business

Federal EIN

10.0 SIGNATURE PAGE

This Bid must bear the written signature of the Offeror or authorized agent of the Offeror. If the Offeror is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

Name of Corporation, Company or Individual

Name of Person Authorized to Sign

Title

Signature

EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. Name of Contractor:
2. State of Organization:
3. Principal Office Address:
4. Description of Services (§2.1) (refer to bid documents):
5. Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):
6. Term of Agreement (§3.1), **Three years beginning** _____ **2015 and ending** _____
7. Completion Date (§3.2): **See 6 above**
8. Additional Insurance Coverage (§6.2(e)): **contractor must provide required insurance naming the Town as additional insured parties by** _____ **2014**

EXHIBIT B

PAYMENTS

(Complete for appropriate method of payment)

1. **Lump Sum Method applies only to extra work quoted separately**

- a. Maximum Project Amount:

- b. Payment Increments

- c. Reimbursable Expenses: **None**

2. **Per Unit Method**

- a. Total Payment per Unit: **Per repair as detailed in the price sheet plus any ordered extra work as agreed to by both parties.**

- b. Maximum Project Amount:

- c. Payment Intervals: **Extra work as approved by the Town upon completion with next monthly invoice. Standard services for routine maintenance-monthly. The Town may authorize repairs up to a limited dollar amount per month without prior approval**

- d. Reimbursable Expenses: **None except as may be otherwise agreed to by both parties on a case by case basis.**

APPENDIX B
INVENTORY OF STREET LIGHTS

TOWN OF WESTWOOD - DPRS Summary

TOWN	CC	S2	SumOfQty	FT	FT Description	LUMENS
WESTWOOD	T	S2	36	I	INCANDESCENT	1000
WESTWOOD	T	S2	182	M	MERCURY	3500
WESTWOOD	T	S2	12	M	MERCURY	7000
WESTWOOD	T	S2	2	M	MERCURY	11000
WESTWOOD	T	S2	83	S	SODIUM	2150
WESTWOOD	T	S2	601	S	SODIUM	4000
WESTWOOD	T	S2	79	S	SODIUM	9500
WESTWOOD	T	S2	56	S	SODIUM	16000
WESTWOOD	T	S2	61	S	SODIUM	25000
WESTWOOD	T	S2	4	S	SODIUM	45000

1,116

A detailed by street by pole listing showing the lamp types and wattages at each pole location will be available from the Town to the Selected Offeror.