



CITY OF GREENFIELD, a/k/a TOWN OF GREENFIELD
GREENFIELD, MASSACHUSETTS

RFQ TITLE: INSTALLATION OF WIRELESS SYSTEM FOR
 DEMONSTRATION

RFQ #: 16-01

Date of Issuance: July 8, 2015 10:00 a.m.

Deadline for Receipt
Of Bids: July 24, 2015 2:00 p.m.

Submit to: Purchasing Department
 Office of the Mayor
 City of Greenfield
 14 Court Square
 Greenfield, Ma 01301

Contact: Lane Kelly
 Chief Procurement Officer
 City of Greenfield
 14 Court Square
 Greenfield, MA 01301
 1-413-772-1567 ext. 102
 purchasing@greenfield-ma.gov

REQUEST FOR QUOTES TOWN OF GREENFIELD INSTALLATION OF PILOT WIRELESS SYSTEM

As part of its economic and community development plan, the Town of Greenfield is in the process of establishing a municipal telecommunications system as a component of a Municipal Light Plant established Massachusetts General Laws Chapter 164. The voters of Greenfield will be asked to approve the project in November in a town wide election.

Once complete, the network will serve all 17,800+ citizens, 550+ businesses and every federal, state and municipal facility. It will provide fixed fiber optic network connectivity where required and mobile access to any device – anywhere, everywhere within Greenfield city limits. Users will use the 802.11b/g/n/ac client devices to connect to the Wireless Broadband System located in Greenfield and then connect to the Internet through Greenfield’s network infrastructure. Commercial, Government and Residential Services will include:

- Voice, data (WAN/VPN), video and internet services
- Fixed Internet access up to 10Gbps
- Mobile smart phone and tablet Internet access speeds at up to 400Mbps
- Home computer Internet access speeds at up to 600Mbps
- Voice over IP telephone service

The Town of Greenfield currently seeks vendor proposals to provide turnkey engineering, design, hardware, firmware, cloud-based network performance management and monitoring, construction/installation and support for an approximately 2.2 mile hybrid fiber-wireless (Wi-Fi) broadband network serving the Town, its residents and businesses. This 2.2 mile hybrid fiber-wireless (Wi-Fi) broadband network will serve as a pilot project for an eventual town-wide ubiquitous broadband access network serving every resident, business and municipal facility with fixed fiber optic and mobile wireless (Wi-Fi) services in FY2016.

The pilot network which is the subject of this Request for Proposal is being developed to help educate the voters and promote the plan, and will be engineered to meet or exceed specifications and requirements outlined in the Scope of Work in Section II below.

A Pre-Bid Conference will be held on Tuesday, July 14, 2015 at 10 a.m. in the 2nd floor meeting room at Town Hall, 14 Court Square, Greenfield, MA 01301. Prospective bidders are urged to attend this meeting with the Town’s technology consultant and IT Manager.

As time is of the essence, the Town’s expectation is that the work will be completed within 45 days of the Notice to Proceed.

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS.

1. Bid documents can be obtained online at www.greenfield-ma.gov or from the Mayor's Office, Town of Greenfield, 14 Court Square, Greenfield, MA 01301 as of **10:00 AM, July 8, 2015**. Proposals will be accepted until **2:00 PM, July 29, 2015** at which time the register of proposals will be prepared. Pursuant to MGL c.149, §44E, the proposals will be kept confidential until the evaluation process is complete.
2. Price and non-price (technical) proposals must be submitted in separate envelopes that are sealed and clearly marked:
 - *Price Proposal for Pilot Wireless Network System Project # 16-01.*
 - *Non-Price Proposal for Pilot Wireless Network System Project # 16-01.*
3. Award date. Award will be made within seven (7) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All proposals submitted shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
4. If any changes are made to this RFP, addenda will be issued. Addenda will be mailed or faxed to all proposers on record as having requested the RFP.
5. Questions concerning this RFP must be submitted in writing to: M.L. Kelly, Chief Procurement Officer, 14 Court Square, Greenfield, MA 02554 before **5:00 PM, July 24, 2015**. Questions may be delivered, mailed, emailed to purchasing@Greenfield-ma.gov. Written responses will be mailed or emailed to all proposers on record as having requested the RFP.
6. A Pre-Bid Conference with the Town's Technology Consultant and IT manager will be held on Tuesday, July 14, 2015 at 10 a.m. in the 2nd Floor Meeting Room at Town Hall, 14 Court Square, Greenfield, MA 01301.
7. Proposals may be modified, corrected or withdrawn only by written correspondence received by the Town of Greenfield prior to the time and date set for the bid opening. Any modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" and must reference the original RFP.
8. After the proposal opening, a proposer may not change any provision of the bid in a manner prejudicial to the interests of the Town of Greenfield or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended bid, and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the

proposal, but the intended correct proposal is not similarly evident.

9. The Town of Greenfield reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in its best interest.
10. Responders must be willing to enter into the Town of Greenfield's standard form of contract.
11. The Town of Greenfield will not be responsible for any expenses incurred in preparing and submitting proposals. All proposals shall become the property of the Town of Greenfield.
12. The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected proposer shall be expected to comply with all applicable state and federal laws in performance of service.
13. Proposals received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified. Any proposals received after the advertised date and time for opening will be returned to the responder unopened.
14. Purchases by the Town of Greenfield are exempt from federal, state and municipal sales and/or excise taxes.
15. **Insurance Requirements**
The successful Vendor shall possess and maintain throughout the term of the contract insurance in the kinds and amounts reflected in Section XX
16. **Tax Compliance Certification and the Certificate of Non-Collusion** must be included with the bid response. The bid must be signed by the authorized individual(s).
17. **Bid Security**
The Bid Security from the contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Greenfield, Massachusetts and shall be enclosed with the bid.
18. Each such check may be held by the Town as security for the fulfillment the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Town as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

19. Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.
20. None of the three lowest bids shall be deemed rejected, notwithstanding acceptance of any bid, until the AGREEMENT has been executed by both the Town and the accepted bidder.
21. Unexpected closures. If, at the time of the scheduled bid opening, the Town of Greenfield is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 12:00 PM on the next normal business day. Proposals will be accepted until that date and time.
22. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Vendor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the Vendor of such statutes, rules, or regulations is presented to the Massachusetts Commission against Discrimination (MCAD), the Vendor agrees to cooperate with MCAD in the investigation and disposition of complaint or claim.

19. Prevailing Wage

Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful bidder or a subcontractor. The wage rates issued for each project shall be paid for the entire project.

20. Commencement of Work and Completion

After the contract is awarded and executed, the successful bidder shall be expected to commence work on the base bid immediately and proceed in a timely and efficient manner to ***complete the project within 45 days of the date of Notice to Proceed.***

21. OSHA Requirements

The contractor shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course prior to commencing the work. Any employee found on a worksite subject to this section without documentation of successful completion of such a course in shall be subject to immediate removal.

22. Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. But the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. Cancellation of Award/Termination

In the event any of the provisions of this proposal are violated by a Vendor, the Chief Procurement Officer or Chief Information Officer will give written notice to the Vendor stating the deficiencies; and, unless the deficiencies are corrected within ten (10) days, the Town may terminate the contract. Upon cancellation hereunder, the Town may pursue any and all legal remedies as provided herein and by law. Access to any and all work papers will be provided to the Town after the termination of the contract.

24. Legal Requirements

The Vendor shall be an independent, duly licensed and/or certified contractor and possess the staff, experience, equipment, and abilities to provide all needed services successfully.

The Vendor and all employees and agents of the Vendor shall fully comply with all town, state, and federal laws and/or mandates applicable to the services to be furnished.

It shall be the responsibility of the Vendor to be knowledgeable of all Federal, State, Town, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Vendor will in no way be a cause for relief from responsibility.

II. SCOPE OF WORK

The scope of work includes providing turnkey engineering, design, hardware, firmware, cloud-based network performance management and monitoring, construction/installation and support for an approximately 2.2 mile hybrid fiber-wireless (Wi-Fi) broadband network serving the Town, its residents and businesses. For the purposes of this Pilot Project the Town will build a 1Gbps fiber network running from the intersection of Main Street and Colrain Street all the way down to High Street. RFP respondents will prepare their proposal to make use of this fiber in deploying WiFi throughout this corridor. The network will be fed Internet services from Town Hall via this town owned fiber.

Fiber will not be available for the corridor extending from the intersection of Main Street and High Street down to the Police Station. However the Town owns the street lights and street light arms which will be used to deploy WiFi Access Points. RFP respondents will prepare their proposal to use wireless backhaul to feed the deployment of WiFi throughout this corridor.

The pilot network which is the subject of this Request for Proposal will be engineered to meet or exceed the below specifications and requirements:

TECHNICAL SPECIFICATIONS

ACCESS POINTS:

All outdoor APs will use town owned physical fiber backhaul or wireless backhaul to connect to Greenfield Town Hall or the Greenfield Police Department (vendor's discretion) where the Town's IT Department will facilitate interconnection to the Internet. The outdoor AP must provide a large WiFi signal coverage, so fewer number of installation sites will be acquired and resulted in lower total cost of ownership (TCO) in network deployment and faster network provision. A minimum 400' radius (LoS) coverage is necessary for this application.

All APs will be mounted on town owned lamp posts. The vendor will mark clearly the locations and state the mounting method and the necessary provision of power supply and backhaul connection for each AP in the site diagram provided. The outdoor AP will be weatherproof without the need for additional cabinet or enclosure, meeting the IP67 specification. Additionally:

- Access Points (AP) will provide a minimum 400' coverage equaling 13 APs per mile
- APs will provide 360 degree coverage.
- APs will be designed for lamp-post installations with IP67 or NEMA 6P weatherproofing and operating temperature range of -40C to 60C (minimums)
- APs will have the option of receiving a Fiber and wireless backbone feeds
- APs will be capable of providing a total of 3Gbps (minimum) aggregate data rate @5GHz per AP, expandable to 7+Gbps

- APs will be capable of providing a total of 1Gbps (minimum) aggregate data rate @2.4GHz per AP, expandable to 2+Gbps
- APs will be multi-transceiver capable with the option of 5GHz: 802.11a/n/ac with DFS, 2x2:2 MIMO, TX power >26dBm and 2.4GHz: 802.11b/g/n, 2x2:2 MIMO, TX power >26dBm
- AP Transceiver's will have, at a minimum, channel configurations equivalent to: 5GHz: Channels 36-48, 52-64 (DFS), 100-140 (DFS), 149-165 (5035MHz-5240MHz, 5260-5320MHz, 5500MHz-5700MHz, 5745MHz-5825MHz); and 2.4GHz: Channels 1-11 (2412MHz – 2462MHz)
- AP Antennae will have, at a minimum, specifications equivalent to: 5GHz: 90 degrees dual polarized sector >13dBi gain; and 2.4GHz: 90 degrees dual polarized sector >10dBi gain
- AP External and Internal Ports will have, at a minimum, 1xSFP port, accepting standard SFP optical modules; 8x802.3at Gigabit PoE ports; and 1 USB 2.0 port
- APs will support the maximum speed of today's client device (400Mbps throughput to the smartphone and 600Mbps throughput to computers, tablets, gaming systems, etc.)
- 100 Vendor supplied Customer Premises Equipment (CPE) will be provided for the purposes of interconnecting commercial facilities and residents
- CPE will support the maximum speed of today's client device (400Mbps throughput to the smart phone and 600Mbps throughput to computers, tablets, gaming systems, etc.)
- AP housing will be multi-transceiver capable scalable to a minimum of 5 transceivers with a single 120v power supply.
- Maintenance and upgrades:
 - Unit will be field upgradeable without forklift replacement to future transceiver standards
 - Unit will be field repairable by removing individual transceivers without removing APs
 - Unit can be field upgraded to a 10Gbps internal switch with XFP transceiver
- Software specification for Multi-Transceiver APs:
 - AP function: to act as an Access Point to provide connectivity to other devices
 - CPE function: to act as a client to another AP
 - Bridge function: to wirelessly connect one AP to another AP in a one-to-one configuration
 - Mesh function: to wireless connect one AP to multiple AP in a Mesh configuration
 - Cloud option: to be able to manage the AP directly from a cloud based web interface
 - Each transceiver on the AP should be able to function as CPE, AP or Bridge mode independently
 - Unit will support L2overGRE tunneling function for 3G offload
- Physical appearance:
 - AP antennae will be enclosed within the AP housing (no protrusions)

- AP will be specifically designed for light post installation and each AP will provide for 360 degree coverage within a single or dual enclosure
- Unit appearance must be unobtrusive and blend into the lamp post

Customer Premise Equipment (CPE)

CPE should extend the outdoor 802.11b/g/n/ac signal coverage to indoor areas and provide 802.11b/g/n/ac access coverage to users. The CPE should have outdoor weatherproof capability compliant to at least IP-55 standards. The CPE shall be located at rooftop, outside window, or inside window area of the building and each CPE shall be back-to-back connected to the End-Users privately owned equipment for in home/office distribution.

Additional Requirements

Vendor proposals will include all associated miscellaneous equipment and materials (bucket truck(s), cable mounts, cable ties, etc.), Labor – design, engineering, configuration, project management including Telco/Cable TV provider management, installation (AP, CPE, Network Management System, etc.), testing, training, customer (Town of Greenfield) hand-off.

Warranties

Unless superseded by a manufacturer's warranty of greater duration as required by these specifications, the contractor will warrant the work to be free from defects in workmanship or materials for a period of one year from the date of acceptance by the owner. The contractor shall replace or repair defects discovered during the warranty period at no cost to the owner. Warranties offered by manufacturers or required by these specifications shall be by the respective manufacturer, made out to the owner, and countersigned by the contractor.

III. PROPOSAL SUBMISSION REQUIREMENTS.

NON-PRICE PROPOSAL REQUIREMENTS

The non-price submission for every proposal must consist of the following documents, and any proposal that does not contain all said documents will be rejected as non-responsive:

1. Certification of non-collusion. (Form Enclosed.)
2. Attestation concerning compliance with State tax laws. (Form Enclosed.)
3. Certification of Non-Conflict of Interest. (Form Enclosed.)
4. Certification that all work will be complete by a date certain as indicated by the Proposer on The Certification of Date of Completion form within. The date required is 45 days from the Notice to Proceed. (Form Enclosed.)
5. A list of wireless installation projects undertaken by the vendor within the last three(3) years and contact information for the clients.

PRICE PROPOSAL REQUIREMENTS

The price submission for every proposal must consist of the following documents, and all certifications. Any proposal which does not contain all of these documents will be rejected as non-responsive:

A firm, fixed price which includes the furnishing of all materials, services, labor, performance and payment bonds, insurance, and all other costs incurred in the performance of the contract, and the same for any alternates, if any, signed by an officer authorized to bind the firm contractually. (The appropriate language is contained in the General Proposal Form, and appropriate execution of that form satisfies this requirement.) **Use the Price proposal Form, and no other. Do not add information not requested. Do not offer "options"**. Each proposal must be secured by an accompanying deposit of 5% of the total proposal amount, including all add alternates, if any, in the form of a certified, treasurer's or cashier's check issued by a responsible bank or trust company, or an original and dated (*) Bid Bond payable to the Town of Greenfield, and issued by a surety company licensed by the Commonwealth's Division of Insurance and acceptable to the Awarding Authority.

IV. RULE FOR AWARD.

The Town will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

V. BASIS OF COMPENSATION.

The contract awarded will be a fixed price contract.

Town of Greenfield
GREENFIELD, MASSACHUSETTS 01301

FORM OF PRICE PROPOSAL

TO: Town of Greenfield, Town of Greenfield, 14 Court Square, Greenfield MA 01301

A. The Undersigned, certified to be an individual authorized to bind this proposer contractually, proposes to furnish all labor and materials required for the installation of a wireless network system. The scope of work includes engineering, design, hardware, firmware, cloud-based network performance management and monitoring, construction/installation and support for an approximately 2.2 mile hybrid fiber-wireless (Wi-Fi) broadband network serving the Town, its residents and businesses. The pilot network which is the subject of this Request for Proposal will be engineered to meet or exceed the specifications and requirements included in the RFP issued by the Town of Greenfield on July 8, 2015, by the undersigned for the contract price specified below, which I/we certify is a firm, fixed price which includes the furnishing of all transportation, materials, services, labor, performance and payment bonds, insurance, and all other costs incurred in the performance of the contract, including removal of the existing units..

B. This proposal includes _____ addenda numbered and dated:

C. The proposed base contract price is:

In words: _____ dollars and /100 cents

In figures: \$ _____

E. The undersigned agrees that, if he/she is selected as general contractor, he/she will within ten days, Saturdays, Sundays and legal holidays excluded, after presentation therefore by the Town of Greenfield, execute a contract in accordance with the terms of this proposal and furnish a performance bond and also a labor and materials payment bond, each issued by a surety company licensed by the Commonwealth's Division of Insurance, listed in the most recent United States Treasury Department Circular 570 - Surety Companies Acceptable on Federal Bonds, and acceptable to the Awarding Authority, and each in the sum of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price. The undersigned also agrees to provide within the same time evidence of insurance as required in the Request for Proposals. The undersigned understands that payments after the first fiscal year of the resulting contract are subject to appropriation,

F. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to awards made subject to §44E of C.149 of the General Laws.

G. The undersigned further certifies under the 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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

H. The undersigned understands that wages for all work are subject to sections twenty-six to twenty-seven D of the general laws of the Commonwealth as included in the solicitation and incorporated herein by reference, and certifies that he/she will pay said wages throughout the life of the contract, file certified payrolls with the appropriate agencies of the Commonwealth, and file a copy of same on a weekly basis with the Town of Greenfield for all such work.

I. The undersigned hereby certifies that he/she has included with this proposal a Deposit in the form of a cashier's, treasurer's or certified check or a bid bond issued by a surety company licensed by the Commonwealth's Division of Insurance, listed in the most recent United States Treasury Department Circular 570 - Surety Companies Acceptable on Federal Bonds, and acceptable to the Awarding Authority, in the amount of five percent (5%) of the total value of the proposal, if any, and further that he/she understands that a deposit of less than five percent (5%) of the total value of the proposal, will cause the rejection of this proposal.

Date: _____

Name of Proposer: _____

Signed by: _____

Title: _____

Business Address: _____

Town/State/Zip Code: _____

Telephone/Fax: _____

Email: _____

CERTIFICATE OF VOTE

I, _____, Clerk of _____ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on _____ which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That _____ be and hereby is authorized, directed and
(Name of Officer authorized to sign for Corporation)
empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such (Name of Officer) _____ to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority."

I, further certify that (NAME OF OFFICER) _____

is the duly-elected (TITLE) _____ of said corporation.

Signed: _____
CLERK-SECRETARY

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

Countersignature: _____
(Name and Title of Officer)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

**Town of Greenfield
GREENFIELD, MASSACHUSETTS 01301**

NON COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

M _____ being first duly sworn deposes:

(1) He is the _____ of _____ the Bidder that has submitted the attached bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and all of pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Greenfield, Massachusetts or any persons interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this ____ day of _____

Title: _____

My Commission Expires: _____

Signed: _____

REQUIRED CERTIFICATIONS

Certification that State Taxes are Filed and Paid

Pursuant section forty-nine A of chapter sixty-two C of the general laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My Social Security number (voluntary) or Federal Identification number is: _____

BY: _____
Signature of Individual/Corporate Name (Mandatory)
Corporate Officer (Mandatory, if applicable)

DATE: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Certification of Non-Conflict Of Interest:

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive any commission, discount, bonus, gift, contribution, or reward from or share in the profits of any person making or performing such contract. 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.

Signed: _____ **Date:** _____
Name of person signing bid or proposal.

Typed: _____
Name of Business

CERTIFICATION OF SECURITY

Town of Greenfield
14 Court Square
Greenfield, MA 01301

Marjorie L. Kelly
Chief Procurement Officer

Letter of Transmittal

This is to certify that if the proposal within is accepted for a contract award to install a wireless system for demonstration in the Town of Greenfield, the proposer will, within ten working days of a notice of such an award and presentation of a contract, execute said contract pursuant to the terms of this proposal, and will, within the same time frame, furnish to the Town of Greenfield a payment bond and performance bond, each in the sum of the contract price, as required by section forty-four E of chapter one hundred forty nine of the general laws of the Commonwealth of Massachusetts. This certification is signed by an officer authorized to bind the proposer contractually.

Sincerely yours,

Signature

Typed Name and Title

CERTIFICATION OF DATE OF COMPLETION

Town of Greenfield
14 Court Square
Greenfield, MA 01301

Marjorie L. Kelly
Chief Procurement Officer

This is to certify that assuming receipt of a NOTICE OF AWARD from the Town on or before the installation of pilot wireless system will be complete no later than

INSERT DATE HERE _____

I understand that for each calendar day the Notice Of Award is delayed, the Town will allow an equal number of calendar days to be added to the date of completion aforementioned.

Sincerely yours,

Signature

Typed Name and Title

**NOTE: IF A PROPOSER IS UNWILLING TO SIGN THIS CERTIFICATION,
UNWILLING TO SPECIFY A DATE CERTAIN OR ADDS CONDITIONS
TO THE CERTIFICATION, THE ENTIRE PROPOSAL MAY BE NULLIFIED.**

INSURANCE REQUIREMENTS

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the Town, insurance satisfactory to the Town as follows:

- A. Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive General Liability Insurance covering Bodily Injury and Property Damage as follows:

Limits of Liability:

Bodily Injury *	\$300,000 each person \$500,000 each occurrence \$500,000 aggregate products
Property Damage *	\$100,000 each occurrence \$100,000 aggregate operations \$100,000 aggregate protective \$100,000 aggregate products \$100,000 aggregate contractual

* Or \$500,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor himself with his own employees, called "premises operations."
2. Work performed by his subcontractors, called "sublet work" or Independent Contractors (this is referred to as Contractor's Protective Liability).
3. The Contractor's liability assumed under this contract, called "Hold Harmless" clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).
5. If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as "XCU" coverage).

C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$300,000 each person \$500,000 each accident
Property Damage	\$100,000 each accident

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

- D. All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the Town before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

- * If blanket coverage is furnished, this particular Contract need not be referred to.

