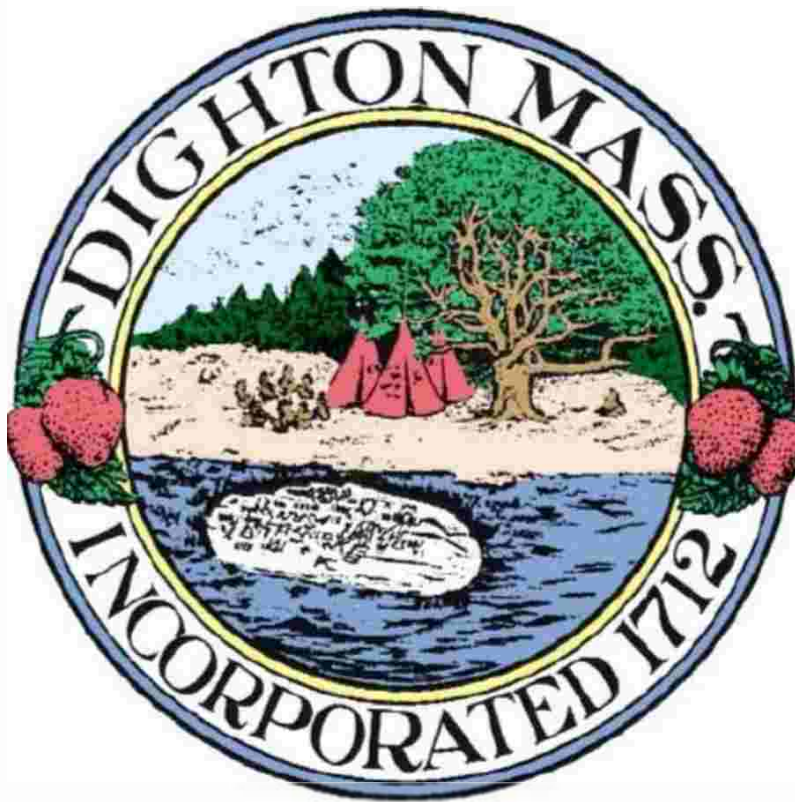


INVITATION FOR BID (IFB) 25-105
**TOWN OF DIGHTON FIBER OPTIC
INSTALLATION SERVICES**



TOWN OF DIGHTON, MASSACHUSETTS
October 1, 2025
Ralph Vitacco
Town Administrator / Chief Procurement Officer

LEGAL NOTICE

**INVITATION FOR BIDS (IFB)
FIBER OPTIC INSTALLATION SERVICES
FOR THE
TOWN OF DIGHTON, MASSACHUSETTS**

Pursuant to Chapter 30, Section 39 of the Massachusetts General Laws, the Town of Dighton seeks Bids for the purchase of a municipally-dedicated Fiber Optic cable, materials, and installation services to be performed in the Town of Dighton, Massachusetts.

Sealed bids will be received by the Town of Dighton, Board of Selectmen/Town Administrator's Office, 979 Somerset Avenue, Dighton, MA 02715 no later than 4:00 p.m. on October 30, 2025.

The IFB, plans and specifications may be obtained on or after October 1, 2025 by contacting the Town of Dighton, Town Administrator, 979 Somerset Avenue, Dighton, MA 02715, rvitacco@dighton-ma.gov or online at <https://www.dighton-ma.gov/204/Procurement-Opportunities>.

The Scope of Work includes furnishing all Fiber Optic equipment, supplies, materials, tools, supervisors, labor, permits, approvals, bonds, including all other incidental services necessary to provide Fiber Optic installation services at the locations specified in the IFB.

The work is subject to prevailing wage laws. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor Standards as outlined in Appendix B to the Invitation to Bid and the weekly payroll record submittal requirements under the provisions of M.G.L. c. 149, §§ 26 - 27D inclusive.

A pre-bid conference will be held Wednesday, October 15, 2025 at 1:00 p.m. in the Dighton Old Town Hall, 1111 Somerset Avenue, Dighton, MA 02715. Attendance is strongly recommended.

The contract shall be awarded to the lowest responsible and eligible Bidder on the basis of competitive bids in accordance with M.G.L. c. 30, § 39M. The Town of Dighton reserves the right to waive any informalities, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Town.

Town of Dighton
Ralph Vitacco, Town Administrator

General Information

The Town of Dighton, Massachusetts (hereinafter "Town"), acting by and through the Chief Procurement Officer, will receive sealed Bids for the supply and installation of a municipally-dedicated fiber optic cable and related installation work at specified municipal locations. The Contractor shall be responsible, at its expense, for supervision of the work and shall furnish all personnel, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, permits, and all other things necessary to do all work

required for the completion of the work being bid in this IFB.

Sealed Bids must be submitted on or before 4:00 p.m. on Thursday, October 30, 2025 to Ralph Vitacco, Town Administrator & Chief Procurement Officer, Town of Dighton, 979 Somerset Avenue, Dighton, MA 02715.

Bids received after the specified submission time will not be accepted. Sealed envelopes containing bids must be clearly marked in accordance with the Instructions to Bidders.

Completed bid forms with all required materials must be submitted with all bid responses. Bid shall be accompanied by a "Bid Deposit" in form of a bid bond, certified bank or treasurers check made payable to Town of Dighton equal to no less than 5% of the amount of the total Bid Price.

The Town reserves the right to waive any informalities or to reject any and all Bids if it deems it to be in the public interest to do so.

Scope of Work – Technical Specifications

1.0 General

- 1.1 This technical specification shall govern the supply and installation of a municipally-dedicated fiber optic cable for use by Town of Dighton.
- 1.2 The Town of Dighton reserves the right to accept proposals in whole, in part, or not at all, including awarding individual sites in the Form of Proposal.

2.0 Installation Locations

- 2.1 Dighton Transfer Station, 865 Tremont Street, North Dighton, MA
- 2.2 Dighton Animal Control Animal Shelter, 821 Tremont Street, North Dighton, MA
- 2.3 Dighton Library (Carnegie Building), 395 Main Street, Dighton, MA
- 2.4 Water Tower, 1522 William Street, Dighton, MA
- 2.5 Water Tower, 2359 Elm Street, Dighton, MA
- 2.6 Additional Slack Loops with snowshoes at the intersection of Main Street and Williams Street, the intersection of Main Street and Elm Street, and Tremont Street entering the Transfer Station at 865 Tremont Street.

3.0 **Project Details**

3.1 **Dighton Transfer Station, 865 Tremont Street, North Dighton, MA**

- 3.1.1 One (1) new 12ct strand and lash single-mode fiber (SMF) cable will be installed aerially in the municipal space from the transfer station building to a new Tremont St 48CT splice enclosure (pole 49).
- 3.1.2 Utilizing a spare two-inch conduit into the building with approximately a 100-foot run to a wall-mounted patch panel.
- 3.1.3 Penetrate and install a weatherhead, conduit, or weather-tight hole into the building and install 12Ct fiber cable.
- 3.1.4 Install one (1) 6CT wall mount PP with SC/APC connectors and splice all six fibers to panel.

3.2 **Animal Shelter Dighton Animal Shelter, 821 Tremont Street, North Dighton, MA**

- 3.2.1 One (1) new 12ct strand and lash single-mode fiber (SMF) cable will be installed aerially in the municipal space from the Animal Shelter building to a new Tremont St 48 CT splice enclosure (pole 47).
- 3.2.2 Penetrate and install a weatherhead, conduit, or weather-tight hole into the building and install 12Ct fiber cable.
- 3.2.3 Install one (1) 6CT wall mount PP with SC/APC connectors and splice all six fibers to panel.

3.3 **Tremont Street**

- 3.3.1 Install and pull the 48CT strand and lash fiber cable from the transfer station splice point to the Animal Shelter, and continue to the Tremont/Lincoln Ave splice enclosure. Install necessary utility poles (with a maximum span of 175 feet between poles) on Tremont Street for the attachment of fiber cables. (Work with the Town to obtain the necessary permits.)
- 3.3.2 Splice a total of 12 fibers from transfer(6) and animal (6) shelter splice enclosure and test from Dighton PD to end points.
- 3.3.3 150FT Slack Loops with snowshoes at the entrance to the transfer station.

3.4 **Water Tower, 1522 William Street, Dighton, MA**

- 3.4.1 One (1) new 12ct strand and lash single-mode fiber (SMF) cable will be installed aerially in the municipal space from the backbone cable on Williams St, Pole 85-50.

- 3.4.2 Install 2" conduit from pole 85-25 in ROW to cabinet located inside the existing town-owned communication cabinet. Use the existing 2' cabinet penetration hole for conduit intercept.
- 3.4.3 Install 12Ct fiber cable from the cabinet to the pole at 85-20 Williams Street.
- 3.4.4 Install one (1) 6CT wall mount PP with SC/APC connectors and splice all six fibers inside cabinet.

3.5 Water Tower, 2359 Elm Street, Dighton, MA

- 3.5.1 One (1) new 12ct strand and lash single-mode fiber (SMF) cable will be installed underground from pole 72, utilizing existing 4" conduit to the building. If conduit is not available, the Contractor will be responsible for installing a new underground service to the building.
- 3.5.2 Elm St 48CT splice enclosure (pole 73).
- 3.5.3 Install one (1) 6CT wall mount PP with SC/APC connectors and splice all six fibers.

3.6 Dighton Library (Carnegie Building) 395 Main Street

- 3.6.1 One (1) new 12ct strand and lash single-mode fiber (SMF). The cable will be installed aerially in the municipal space from Main Street, pole 31, and spliced into a 48CT splice enclosure (pole 31).
- 3.6.2 Follow existing communication lines into the basement and penetrate and install a fiber optic cable into a weather-tight hole in the building. Install a 12CT fiber cable.
- 3.6.3 Install 2'x2' Plywood to the basement joist for mounting the patch panel
- 3.6.4 Install one (1) 6CT wall mount PP with SC/APC connectors and splice all six fibers

3.7 Elm Street

- 3.7.1 Install and pull the 48CT strand and lash fiber cable from the Elm St splice point to the Elm/Main Ave new splice enclosure.
- 3.7.2 Splice 6 fibers from Elm St water tower to splice enclosure at Main Street splice enclosure and test from Dighton PD to end points.
- 3.7.3 150 Ft slack loop with snowshoes at the intersection of ELM and Main with 450 Splice enclosure.

3.8 Main Street/Williams St

- 3.8.1 Install and pull the 48CT strand and lash fiber cable from existing splice enclosure in front of Main Street Fire Station to the Elm/Main Ave new splice enclosure and ring cut fibers to Elm. Continue 48CT fiber to Williams Street and add 150FT slack loop. Then continue 48 CT to the water tower splice enclosure at Williams St Pole 85-50.
- 3.8.2 Splice 6 fibers from Williams St water tower and test from Dighton PD to end points.
- 3.9 The Town will provide police details to support the installation work up to a budgeted limit of \$10,000. Any additional costs for such police details will be the responsibility of the Contractor. The Town of Dighton detail rate is \$63.00 per hour per officer.
- 3.10 Contractor must work with TMLP officials, as designated by the Town
- 3.11 Splicing assignments will be provided to winning Bidder
- 3.12 Proof conduits or install conduits will be the responsibility of the winning Bidder.
- 3.13 Penetrating all facilities will be the responsibility of the winning Bidder.
- 3.14 There is approximately 26,000 FT of backbone cable
- 3.15 Winning Bidder will install the cable in the municipal space, and it will be the responsibility of the Contractor to obtain the correct pole heights
- 3.16 There will be a 150Ft slack loop with snowshoes at the corner of Williams and Main Street for future ring cut.
- 3.17 A KMZ map will be provided.
- 3.18 Maximum backbone slack loop distance every 3500 Ft with 150 Ft of slack with snowshoes
- 3.19 450D enclosures or equal will be used unless otherwise stated

4.0 Miscellaneous Requirements

- 4.1 Pricing shall include all costs for any equipment and product necessary to deliver the service described as outlined in the IFB.
- 4.2 Pricing shall *include* all additional costs, taxes, tariffs, and fees (regulatory or otherwise) to be charged to the Contractor as part of the installation and delivery of service.
- 4.3 It will be acceptable to the Town if the Contractor is willing to provide a higher than the minimum SMF 48 stock count requirement at no additional cost to meet project deadlines, provided that such is outlined in the Contractor's bid.

- 4.4 The Contractor shall work with the Town for any required license work to access rights of way on behalf of the Town of Dighton.
- 4.5 All aerial cables must be tagged with Town of Dighton labeling.
- 4.6 Fiber strand splicing assignments will be determined jointly with the Town of Dighton before installation
- 4.7 OTDR traces and Power Meter Test results at both 1310nm and 1550nm shall be provided
- 4.8 Fusion splices shall be no loss greater than .02. Terminate all mechanical connections with SC/APC.
- 4.9 All work will be fully complete, including all fiber splicing at the pole locations for the fiber lateral into the building, the fiber entrance cable, the fiber termination panels, the connectors, and all other materials for a complete and fully functional fiber termination in the communications room of each site. The Contractor may ring cut only fibers required.

5.0 Delivery and Installation Schedule

- 5.1 Contractor shall include in its bid a proposed installation schedule to bring the project to full completion and invoice for a fully-functional service no later than March 30, 2026.

6.0 **Exceptions**

- 6.1 Proposers may take exception to any part of the Technical Specifications.
- 6.2 Proposers must provide a written explanation detailing the specific exception, modification, addition, deletion, etc., to the Technical Specifications.

7.0 **Additional Specifications**

- 7.1 Police Department has a 96-port patch panel. 48CT backbone cable from north and south terminates on the 96-port patch panel. 1-48 north cable 49-96 south cable.
- 7.2 All municipal buildings will terminate back to Police Department. Additional fiber assignments will be determined at time of install. Splice 3 pairs (6 strands) of fiber at each municipal building backhaul to police station. Run 12CT fiber service drops. Terminate all 6 fibers at patch panels inside buildings. All 96 fibers are terminated at the Police Station.
- 7.3 For Police Department Patch Panel & Backbone Assignments:
 - 7.3.1 Winning Bidder shall be given patch panel assignments.

8.0 **Pricing Requirements**

- 8.1.1 The Bid Proposal Price Sheet provides the breakdown of services requested. Proposers must complete the Bid Proposal Price Sheet.
- 8.1.2 The Town of Dighton is requesting site pricing for the following locations:
 - 8.1.2.1 Dighton Transfer Station, 865 Tremont Street, North Dighton, MA
 - 8.1.2.2 Dighton Animal Shelter, 821 Tremont Street, North Dighton, MA
 - 8.1.2.3 Water Tower, 1522 William Street, Dighton, MA
 - 8.1.2.4 Water Tower, 2359 Elm Street, Dighton, MA
 - 8.1.2.5 Dighton Library (Carnegie Building), 395 Main Street, Dighton, MA
 - 8.1.2.6 Additional 150FT Slack Loops with snowshoes at the intersection of Main Street and William Street, the intersection of Main Street and Elm Street, and entering the Transfer Station at 865 Tremont Street.

9.0 **Miscellaneous Requirements**

- 9.1 Pricing shall include all costs for any equipment and product necessary to deliver the service described as outlined in the IFB.
- 9.2 Pricing shall ***include*** all additional costs, taxes, tariffs, and fees (regulatory or otherwise) to be charged to the Contractor as part of the installation and delivery of service.
- 9.3 It will be acceptable to the Town if the Contractor is willing to provide a higher than the minimum SMF 48 stock count requirement at no additional cost to meet project deadlines, provided that such is outlined in the Contractor's bid.
- 9.4 The Contractor shall work with the Town for any required license work to access rights of way on behalf of the Town of Dighton.
- 9.5 All aerial cables must be tagged with Town of Dighton labeling.
- 9.6 Fiber strand splicing assignments will be determined jointly with the Town of Dighton before installation
- 9.7 OTDR traces and Power Meter Test results at both 1310nm and 1550nm shall be provided

- 9.8 Fusion splices shall have no loss greater than .02. Terminate all mechanical connections with SC/APC.
- 9.9 All work will be fully completed, including all fiber splicing at the pole locations for the fiber lateral into the building, the fiber entrance cable, the fiber termination panels, the connectors, and all other materials for a complete and fully functional fiber termination in the communications room of each site. The Contractor may ring cut only the fibers required.

10.0 **Delivery and Installation Schedule**

- 10.1 Contractor shall include in its bid a proposed installation schedule to bring the project to full completion as defined in 5.8 and invoice for a fully-functional service no later than March 30, 2026.

11.0 **Exceptions**

- 11.1 Proposers may take exception to any part of the Technical Specifications.
- 11.2 Proposers must provide a written explanation detailing the specific exception, modification, addition, deletion, etc., to the Technical Specifications.
- 11.3 The Town reserves the right to disqualify Proposers based on any variance from the Technical Specifications.

Instructions to Bidders

Sealed Bids shall be received by the Office of the Board of Selectmen/Town Administrator, 979 Somerset Avenue, Dighton, MA not later than 4:00 P.M. on Thursday, October 30, 2025. Late bids will not be accepted. All bids shall include **one (1) original, five (5) copies**. Bids shall be made in a sealed envelope clearly marked "**Fiber Optic Material and Installation Services, 4:00 p.m., on Thursday, October 30, 2025.**" Opened bids will not be returned.

- Every bid shall be accompanied by a "Bid Deposit" in form of a bid bond, certified bank or treasurers check made payable to Town of Dighton equal to no less than 5% of the amount of the total Bid Price.
- Any and all Addenda will be uploaded to COMMBUYS and the Town of Dighton's website at <https://www.dighton-ma.gov/204/Procurement-Opportunities>. Bidders shall acknowledge receipt of Addenda and shall confirm in their bids that the information contained in such Addenda has been received and considered in preparing bids. The Bidder is solely responsible for determining that it has received all Addenda issued.
- The Town of Dighton shall not be responsible, under any circumstances, for any oral or verbal statements or interpretations made by any of its representatives regarding the project or the contract documents prepared for this IFB. Further, the Town of Dighton does not represent that the information presented in this IFB is accurate and shall not be liable for the accuracy of any of the information presented in this IFB. Conversely, failure to examine the contract documents

and/or the site of the proposed work shall not relieve bidders from any obligations under this IFB.

- A pre-bid conference will be held Wednesday October 15, 2025 at 1:00 p.m. in the Dighton Old Town Hall, 1111 Somerset Avenue, Dighton, MA 02715. Attendance is strongly recommended. The Town of Dighton will review the project requirements and location using Google maps at the pre-bid conference. Bidders may schedule a physical inspection of the sites(s) directly with the Town of Dighton.
- All Work on this project shall be subject to Prevailing Wage rates as determined by the Commissioner, Massachusetts Department of Labor Standards (DLS. Such rates shall be in effect for the entire duration of the contract term and such Contractor(s) employed on the project are responsible for any changes in rates that may occur during this time. Additionally, Contractors(s) shall be required to submit a true and accurate payroll record of all persons employed on the project in accordance with G.L. c. 149, §§ 26 -27D inclusive directly to the Town of Dighton as work assignments are made. Copies of Payroll Record and Statement of Compliance forms may be found at www.mass.gov/dos/pw. The prevailing wage schedule must be posted at the worksite.
- Final Questions regarding this IFB must be submitted in writing to Ralph Vitacco at rvitacco@dighton-ma.gov by October 20, 2025 at 12:00 p.m. Written responses will be added to COMMBUYS and the Town's website at <https://www.dighton-ma.gov/204/Procurement-Opportunities>. Interpretation, correction, changes in the work or other changes to the contract documents as may be necessary or desirable, as determined by the Town of Dighton. Updates will be in the form of Addenda and will be made prior to the bid opening date.
- Bidders assume full responsibility for delivery of bids to the Town of Dighton, Office of the Board of Selectmen/Town Administrator, Dighton, MA 02715 prior to the time and date set for opening, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened to the return address indicated. Timely delivery of Bids shall be the full responsibility of the Bidders.
- All required certifications shall be submitted with the bid. The original copy of the bid must bear original signatures. Oral, telephone or faxed bids are invalid and will not be considered.
- Bidders shall submit a project schedule, showing the timeline for accomplishing the entire work scope. The work shall be completed no later than March 30, 2026. Time is of the essence.
- Bids by corporations shall clearly identify their legal form (corporation, partnership, etc.) and principals with official title, office, and address. Bid documents are to be executed in the corporate name by the president (or other corporation officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. All names shall be typed or printed below the signature.
- Bidders must furnish the name, title, address, telephone number and facsimile number (if available) of a "contact person" having the appropriate technical and/or operating knowledge to whom technical questions or requests for clarification may be addressed.

Submission of Proposals

- Bids may be withdrawn without prejudice between the time of submission and the time of the opening by written request, post-marked on or before the date and time of the bid opening, so worded as to not reveal the amount of the bid. Bids may be resubmitted up to the time designated for receipt of bids, provided such bids are then fully in conformance with all bidding instructions and statutory requirements. No bid shall be withdrawn within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after opening of bids.
- Certificate(s) of insurance along with data on eligibility for securing performance and payment bonds, including dollar levels certified as obtainable, shall be submitted with the bid for evaluation purposes. The successful Bidder shall be required to furnish a Payment Bond in the amount of 50% of the total estimated contract price bid for the work issued by a company authorized to do business in Massachusetts satisfactory to the Town of Dighton. The Total Contract Price shall include the cost for such bond.
- Pricing for the work shall be considered fixed and firm for the duration of the Agreement. Changes to the price and/or scope of the work only may be made by a change order in accordance with the contract documents and applicable laws.
- The Town of Dighton is not responsible for any costs incurred by the Bidders in the preparation of their bids. The Town of Dighton is not liable for any work performed prior to the approval of an executed Agreement.
- Bidders must complete the Qualifications and Experience Statement on pages identical to those provided in the bid package. The Statement should be based on direct experience with the work scope and/or equipment contained in this IFB. Include all information requested on the Qualifications and Experience Statement, including the following information:
 - A. a minimum of three (3) project specific references including the company name, address and the name and phone number of a contact person;
 - B. the name and work experience (brief resume required) of key supervisory personnel who will be assigned to perform work under this contract must be provided. Please indicate the length of time each such personnel will be available for the project;
 - C. a list of client companies currently serviced as part of the Bidder's work history;
 - D. the name, address and phone number of the local representative who will be responsible for resolving day-to-day problems;
 - E. a list of the applicable licenses, registrations, and permits held required to perform the work described herein in the Commonwealth of Massachusetts. All work performed and materials furnished are to be in accordance with applicable Federal, State and Local laws, procedure requirements and guidelines for health and safety;
- Town of Dighton reserves the following additional rights to: (a) determine if the Bidder is competent and completely qualified to undertake and complete the work scope contemplated by the contract documents, (b) reject any and all bids as determined by the Town of Dighton to be in the public interest or as required by law, including bids that are in any way incomplete or ambiguous, and (c) to waive informalities and minor irregularities in bids received, all in the best

interest of the Town of Dighton.

- No award shall be binding until authorized by the Dighton Board of Selectmen and executed by the Parties. The Bidder shall promptly provide the required insurance certificates, payment bond, and other information required by the IFB. Failure or refusal of the successful Bidder to deliver payment bond within ten (10) days after receiving notice of the acceptance of its bid, shall forfeit to Town of Dighton, as liquidated damages for such failure or refusal, the bid deposit furnished with its bid.

GENERAL CONTRACT TERMS AND CONDITIONS

1. The Contractor agrees to perform the services to provide all labor, tools and equipment, supplies, materials, transportation, staging, trucking and supervision as required for work in all buildings in accordance with all specifications for awarded work required for this contract in accordance with the requirements, and all provisions, terms and conditions contained in the IFB.
2. **Contractor's Certification:** Contractor certifies that this Contract is in full compliance with all applicable regulations and requirements of law, as set forth herein. Contractor further certifies under the pains and penalties of perjury that pursuant to M.G.L. c.62C, s. 49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth of Massachusetts relating to taxes; and that pursuant to M.G.L. c.151A, s.19A(b) has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, c.152. The Contractor also represents that (s)he/it is qualified to perform the described service(s) and has obtained all requisite licenses and permits, as may be required, to perform those services.
3. **Performance and Payment Bonds:** The Contractor shall deliver to the Town no later than ten (10) days after award, or prior to commencing work, whichever is sooner, a Payment Contractor's expense, in the amount of fifty hundred percent (50%) of the estimated contract price in a form acceptable to the Town with a Corporate Surety duly licensed and authorized to do business in the Commonwealth of Massachusetts.
4. **Reporting:** The Contractor shall be required to report all work performed under the Agreement and in accordance with Massachusetts Department of Labor rules and regulations in regard to Prevailing Wage Rate documentation and submission for reporting and payment of invoices.
5. **Funding and Fiscal Year Appropriations:** Appropriations for expenditures by agencies of the Town and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the Town is the twelve (12) month period ending June 30 of each year. The obligations of the Town under this Contract for the present or any subsequent fiscal year following the fiscal year in which this contract is executed are subject to the appropriation to the Town of funds sufficient to discharge the Town's obligation which accrues in this or any subsequent fiscal year. The obligations of the Town under this contract are subject to the terms and funding requirements of a municipal fiber grant awarded to the Town of Dighton by the Commonwealth of Massachusetts in June 2022. In the absence of such appropriations or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted Services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs as contained herein, may not exceed the amount appropriated for said year.
6. **Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his/her obligations, the Town may terminate this contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of

termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the Town.

7. Obligations in Event of Termination:

- a. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the Town.
- b. The Town shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Clause 18 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the Town.

8. Conflict of Interest: No officer or employee of the Town shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in M.G.L. c.268A. No officer or employee of the Town shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

9. Record Keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years unless such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or any other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Town, or any of its duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of the records.

10. Political Activity Prohibited, Anti-Boycott Warranty: The Contractor may not use any contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.993 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151E s.2.

11. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the Town, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with Town funds shall vest with the Town at the termination of the Contract. The Contractor shall at times obtain the prior written approval of the Town before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium

of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the Town shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the Town provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the Town of Dighton, Massachusetts."

- 12. Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy as defined by M.G.L. c.66A, including but not limited to any rules or regulations of the Town.
- 13. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the Town, nor shall (s)he/it subcontract any services without the prior written approval of the Town.
- 14. Nondiscrimination in Employment and Affirmative Action:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color national origin, ancestry, age, sex, religion physical or mental handicap or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including, but not limited to: "Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and M.G.L. c.151B.
- 15. Choice of Law:** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal and/or state legal proceedings arising under this contract in which the Town is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.
- 16. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall 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.
- 17. Risk of Loss:** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables and work in process.
- 18. Indemnification and Contractor's Liability:** Contractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided under this Contract, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by the Contractor until final acceptance of the entirety of the Work by the Town. In the

event of any loss, damage or destruction thereof from any cause, the Contractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at the Contractor's cost, subject only to the extent that any net proceeds are payable under any general liability insurance that may be maintained by Contractor, if any. Contractor shall be liable to the Town for all costs the Town incurs as a result of any failure of Contractor or any of its suppliers or subcontractors of any tier to perform.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town, and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages and punitive damages) arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's work under the Contract, and any Work Order whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor or any entity for which it is legally responsible or vicariously liable; and regardless whether the claim is presented by an employee of Contractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the Town contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the Contractor. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Work or the termination of the Contract. Contractor's assumption of liability is independent from, and not limited in any manner by the Contractor's insurance coverage obtained pursuant to Clause 20 or otherwise.

- 19. Contractor's Insurance:** Prior to commencing the Work, Contractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Contract, insurance coverage required by the Contract Documents and this Contract. At a minimum, and subject to modification, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to the Town as set forth below.

The insurance will provide a defense and indemnify the Town, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf.

Proof of this insurance shall be provided to the Town before the Work commences, as set forth below. To the extent that the Contractor contracts with any other entity or individual to perform all or part of the Contractor's Work, the Contractor shall require the other contractors to furnish evidence of equivalent insurance coverage. In all respects, terms and conditions as set forth herein, prior to the commencement of work by the Contractor. In no event shall the failure to provide this proof, prior to the commencement of the Work be deemed a waiver by the Town of Contractor's or sub-contractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Town, the Contractor or the Sub-Contractor will upon demand by the Town, defend and indemnify the Town at the Contractor's or Sub-Contractor's expense.

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$2,000.000 General Aggregate per Project

\$2,000.000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance

\$100,000 Each Accident

\$100,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

The Town, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Contractor's and any Sub-Contractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to additional insureds. The Contractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

It is expressly understood by the parties to this Contract that it is the intent of the Parties that any insurance obtained by the Town is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, the sub-contractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute , government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation Policies in favor of Town and this clause shall apply to the Town's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Contractor shall submit a Certificate of Insurance in favor of Town and an Additional Insured Endorsement (in a form acceptable to the Town) as required hereunder. The Certificate shall provide for thirty (30) days' notice to Town for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Town upon request.

20. Prohibited Materials: Under no circumstances shall the Contractor provide materials or components which contain asbestos including items such as, but not limited to, packing, seals, gaskets, or insulation, regardless whether the item is encapsulated or asbestos fibers are impregnated

with a binder material. The same restriction shall apply to all materials and/or chemicals which contain lead, chromium, mercury, selenium, barium, cadmium, silver or their respective compounds; benzene; Chlorofluorocarbons, such as Freon; and chlorinated hydrocarbons such as, but not limited to 1,1,1-Trichloroethane, Perchloroethylene, Carbon Tetrachloride, or Methylene Chloride.

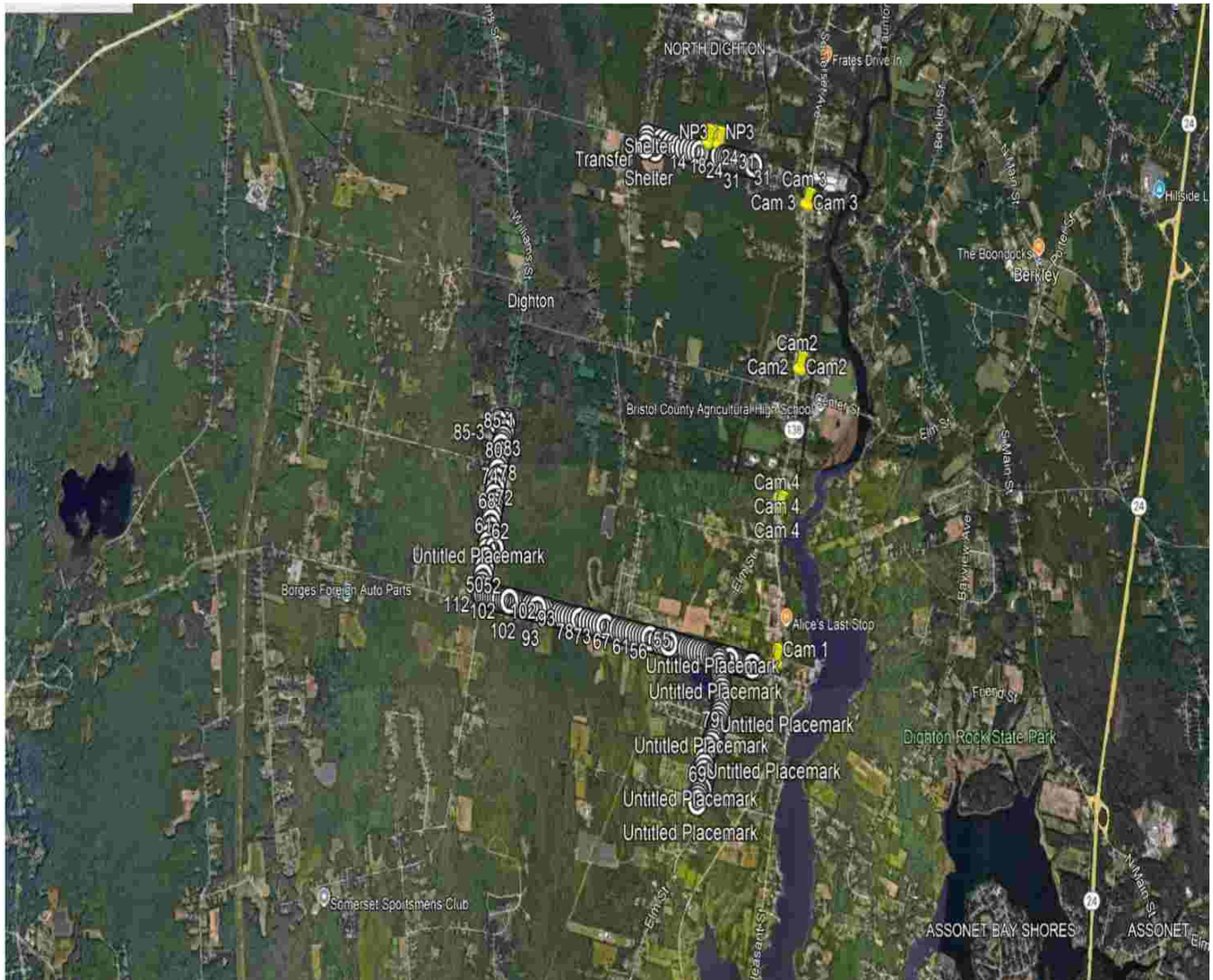
- 21. Time of Performance:** Contractor will commence Work when directed by Town and will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule, as such Schedule may be amended from time to time by the Town.
- 22. Completion:** The Agreement will not be considered complete until all specifications and requirements have been satisfied and accepted by the Town in writing. These requirements also include, but are not limited to the Town's acceptance of all documentation, drawings, manuals, etc.
- 23. Warranty:** The Contractor warrants to the Town of Dighton that the article(s) provided and/or work performed under the Agreement shall be fit for the purpose intended in accordance with the Town of Dighton's requirements, shall be new and free from defects in material, workmanship and title and shall meet all specifications and instructions. If the article(s) purchased and/or work performed does not meet the warranty above, the Town, after determining a defect or non-conformance, will notify the Contractor. At the sole discretion of the Town, the Contractor shall replace, repair or make good, without cost to the Town any defects or non-conformance arising within one (1) year after date of acceptance of the article(s) furnished and/or the work performed. Any replacement, repair, or re-performed work and services furnished by the Contractor under the aforesaid warranty, shall carry warranties on the same terms and conditions as set forth above from the date of the Town's acceptance of said replacement, repair, or re-performed work and services. The Contractor shall extend all warranties it receives from its vendors to the Town and the Contractor's warranties shall extend to the Town's customers. This warranty is in addition to all warranties contained under the law.
- 24. Safety:** The Town makes no representation with respect to the physical conditions of safety of any Project Site. The Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Contractor and Contractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by the Town during the progress of the Work. Contractor shall indemnify, defend and hold harmless the Town and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Contractor's failure to comply with aforesaid laws, regulations and codes.
- 25. Cleanup:** Contractor shall clean up the areas used by Contractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by the Town and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material excess material and debris resulting from the Work.
- 26. Waivers:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form of manner by a party shall not be

construed as a waiver nor in any way limit the legal or equitable remedies available to that party.

27. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representative(s) of both parties and complies with all other regulations and requirements by law.

28. Entire Agreement: The parties understand and agree that this Contract and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the service under this contract.

Attachment A



Project Route Overview



Transfer Station 865 Tremon Street Northh Dighton, MA



BID PROPOSAL COVER SHEET
FIBER INSTALLATION SERVICES
IN THE
TOWN OF DIGHTON, MASSACHUSETTS
FOR THE TOWN OF DIGHTON
979 SOMERSET AVENUE, DIGHTON MASSACHUSETTS

Town of Dighton – Town Administrator

The undersigned doing business as _____ and hereinafter known as the Bidder, with legal address as indicated, hereby offer to provide the services and materials as specified in accordance with bid solicitation for Fiber Optic installation, dated October_____, 2025 with contract pricing as shown below. The Bidder, in making a bid with full knowledge of the basis of award for this IFB represents that he or she has read and understands the contract documents and such bid is made in accordance therewith; Further, that he or she has general knowledge of the varying site locations and familiarity with the local conditions where the required work is to be performed; That he or she has adequate personnel, equipment and facilities to fulfill all requirements as specified in the bidding documents; That he or she has, at the Bidder's own expense, made all additional examinations, investigations and studies of physical conditions within the service areas, that the Bidder deems necessary to make a bid, that may affect cost, progress, performance, or furnishing of the services in a timely, cost effective manner.

The contract will be awarded to the lowest responsible and eligible Bidder who certifies he or she is able to furnish labor that can work in harmony with all other elements of labor employed on the work and who, in accordance with all of the required certifications requested to be made herein, is judged as demonstrably possessing the skill, ability and integrity necessary for the faithful performance of the work in the sole judgement of the Awarding Authority.

The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the above paragraph, and that without exception, the bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work.

BID PROPOSAL PRICE SHEET

1.1 Dighton Transfer Station, 865 Tremont Street, North Dighton, MA

Proposed Price: _____

1.2 Dighton Animal Control, Animal Shelter, 821 Tremont Street, North Dighton, MA

Proposed Price: _____

1.3 Dighton Library (Carnegie Building) 395 Main Street, Dighton, MA

Proposed Price: _____

1.4 Water Tower, 1522 William Street, Dighton, MA

Proposed Price: _____

1.5 Water Tower, 2359 Elm Street, Dighton, MA

Proposed Price: _____

1.6 Additional Slack Loops with snowshoes at the intersection of Main Street and Williams Street, the intersection of Main Street and Elm Street, Tremont Street entering the Transfer Station at 865 Tremont Street.

Proposed Price: _____

Total Bid Price: _____

Signature

QUALIFICATIONS AND EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data. If necessary add additional pages. This statement must also be notarized.

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. When organized _____
4. Where incorporated _____

5. How many years have you been engaged in the fiber installation business under your present firm name?
Also state name and dates of previous firm names, if any.

6. List **completed work** of a similar nature to that stated in the proposal and include contact references for each. A minimum of three (3) fiber installation project work experience is required. You should list the more important contracts recently executed by your company, stating approximate cost for each, whether or not bonding was required and the month and year completed to assist the Town of Dighton in judging experience, skill, and business standing of your firm.

7. List a minimum of five (5) business references for the same work scope as this bid document with names, addresses and phone/fax numbers as well as any e-mail addresses that may be available for direct contact.

8. List any and all licenses, certificates, and documented safety programs employed by your entity for employees and/or others (i.e. Sub-Contractors) such as, but not limited to, OSHA Construction Safety, Confined Space Certification, Electrical Awareness Training, Hydraulic Licenses, Hoisting licenses, CPR, First Responder, etc.

9. Have you ever been cited for OSHA or Dig Safe violations? ____ (Yes) ____ (No) If so, provide details as to when, where, and why.

10. Have you ever failed to complete any work awarded to you? ____ (Yes) ____ (No) If so, where and why?

11. Have you ever defaulted on a contract? __ (Yes) __ (No) If so, where and why?

12. Have the principal Owners of your company ever failed to complete a contract or been defaulted while engaged in a similar type of business under a different name or different business entity? __ (Yes) ____ (No) if so, attach a separate statement describing the situation in full.

13. List your key personnel such as Project Superintendent and Foreman available for this contract including a brief profile of each member:

(attach to this page any additional sheets needed to provide complete information)

ANTI-COLLUSION CERTIFICATION (M.G.L. c. 40, s. 4B ½)

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

By: _____ Date: _____
Signature of Authorized Officer

Print: _____ Title _____
Printed Name Title of Person Signing

Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

TAX CERTIFICATION (M.G.L. c. 62, s. 49A.)

I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns, paid all state taxes, and have complied with all the laws of the Commonwealth of Massachusetts relating to taxes.

State Tax Id No: _____

*Signature of Individual or Corporate Name (required) By: Corporate Officer (if Applicable)

** Social Security # (Voluntary) or Federal Identification Number: _____

*Approval of a contract or other agreement will not be granted unless signed.

** 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 failing to correct any delinquency **will not have a contract or other agreement issued, renewed, or extended.** This request is made under the authority of Mass General Law, M.G.L. c. 62, s. 49A.

INDEMNIFICATION CERTIFICATION

The Bidder hereby agrees to defend and indemnify the Town of Dighton and its officers, officials, directors, administrators, commissioners, agents, employees, servants, and assigns, (the "indemnities") from and against any and all liability, losses, expenses, fees, (including reasonable attorney's fees), suits, actions, or causes of action the indemnities may suffer as a result of claims, demands, costs, or judgments arising out of the performance or non-performance.

By: _____ Date: _____
Signature of Authorized Officer

Print: _____ Title _____
Printed Name Title of Person Signing

Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

BIDDER'S IDENTIFICATION AND LEGAL ADDRESS
FOR WRITTEN NOTICES AND AUTHORIZATION

The party by whom this bid is submitted and by whom the contract will be entered into in case this bid is accepted is a _____

"Corporation" "Partnership" or "Individual" (choose one)

doing business at _____,

(Street)

(City)

_____ to which address Notice of Acceptance of this bid

(State)

(Zip)

and all other written notices may be mailed or delivered until further written notice is given the Town of Dighton.

(Legal Name of Bidding Organization)

By: _____

(Signature of Authorized Person)

(Title)

The undersigned hereby certifies and represents to the Town of Dighton that the person signing this bid on behalf of the Bidder is authorized to do so.

(Partner of Partnership or Official of Corporation)

FORM OF CORPORATE VOTE – DELEGATION OF AUTHORITY
AFFIDAVIT

I, _____ do certify:

1. That I am duly elected, qualified and presently acting _____
(title)
of _____, a corporation organized and existing
under the laws of the State of _____.
2. That on _____, the Board of Directors of _____, adopted the following
resolution in accordance with the laws of the State of _____, with regard to
the authority of the individuals listed below to deliver for and in the name of the Corporation any and all
bids, contracts, agreements and bonds for the sale, delivery or installation of equipment or parts regularly
manufactured or sold by the Corporation:

LIST OF INDIVIDUALS AND TITLES:

3. That the Board of Directors of _____ on the above date
elected _____ Secretary of the Corporation.
4. That said votes are still in full force and effect and that the above has said authority as of the date of this
Affidavit.

IN WITNESS WHEREOF,

By _____,

APPROVED AS TO FORM:

Attest _____

(name)

(date)

(Corporate Seal here)

Subscribed and sworn to this _____ day of _____ 2025 before me,

Notary Public: _____, My commission expires: _____

RECEIPT OF NUMBERED ADDENDA

The undersigned certifies and acknowledges the receipt of the following Numbered Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

OR: () No Numbered Addenda received.

By _____

(Signature of authorized officer)

Title _____

(Printed name and title of person signing bid)

Company Name _____

Address _____

BIDDERS CHECK OFF CERTIFICATE

I have included the following items in my bid: YES / NO

- | | |
|--|-----------|
| 1. Bid Proposal Cover Sheet | ___ / ___ |
| 2. Bid Proposal Price Sheet | ___ / ___ |
| 3. Qualifications and Experience Statement | ___ / ___ |
| 4. Anti-Collusion Certification | ___ / ___ |
| 5. Tax Certification | ___ / ___ |
| 6. Indemnification Certification | ___ / ___ |
| 7. Insurance Certificates (sample) | ___ / ___ |
| 8. Bidder's Legal Address | ___ / ___ |
| 9. Form of Corporate Vote | ___ / ___ |
| 10. Identification of Contact Person | ___ / ___ |
| 11. Bid Deposit | ___ / ___ |
| 12. Receipt of Numbered Addenda | ___ / ___ |

(Please indicate by Number)

_____	___ / ___
_____	___ / ___
_____	___ / ___
_____	___ / ___