

39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

<u>LITTLETON ELECTRIC LIGHT & WATER DEPARTMENT</u> REQUEST FOR PROPOSALS (RFP) # 2024- 25kV Transformers

Pursuant to M.G.L. c. 164, § 56D, the Littleton Electric Light & Water Department (LELWD) invites proposals for the purchase of: 25kV Pad Mount and Pole Mount Transformers.

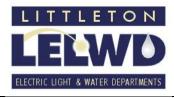
SPECIFICATIONS/INFORMATION: can be examined and obtained at LELD between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday or by emailing Pat Laverty, Engineering and Operations Manager, at playerty@lelwd.com.

Vendors must specify their terms for payment, delivery FOB, and warranties.

All proposals must be sealed and marked on the outside "2024- 25kV Transformers" and be received at the office of Mr. Nick Lawler, General Manager, Littleton Electric Light and Water Departments (LELWD), 39 Ayer Road, P.O. Box 2406, Littleton, MA 01460 until **2:00 p.m., January 30th, 2024**; at which time and place they will be publicly opened and read.

LELWD reserves the right to reject any and all proposals received.

Littleton Electric Light & Water Department Nick Lawler, General Manager



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

SPECIFICATIONS

POLE MOUNT TRANSFORMER SPECIFICATION

- 1. It is the intent of this specification to specify pole-mount type transformers. The transformers covered by this specification shall be designed, assembled and tested in accordance with the latest applicable standards of the National Electrical Manufactures Association (NEMA) and the American Standards Institute (ANSI).
 - All transformers shall be filled with insulating oil and not contain any detectable levels of PCB and shall be permanently marked same on the nameplate, also a vinyl decal showing non-PCB shall be affixed to the lower outside front of each transformer. A vinyl decal shall be affixed in a visible external location "Danger Electric Hazard".
- 2. <u>Specifications</u> Single phase, 60 cycle, oil immersed, self cooled. The number of primary bushings is specified in Exhibit 1. All transformers shall have one polymer 18 kV arrester with mounting holes at each bushing, internal 2 1/2% primary tap changer (2 above and 2 below rated voltage), and self actuating pressure relief device. Color to be light gray.
- 3. Transformer to also include an Internal Fault Detector (IFD). Transformer shall be equipped with an Internal Fault Detector (IFD) that is located in the airspace above the maximum operating oil level and has no impact on the normal operation of the transformer. The IFD will activate with a minimum pressure rise of 0.5psi in 5-7ms. The IFD must include an integrated PRV (pressure relief valve) that will meet the IEEE transformer standards with a minimum flow rate of 50 SCFM (23.5 L/s). A shipping lock must be installed on the IFD. The IFD must conform to: IEEE C57.12.20, CSA C2.2, IEC 61936-1.

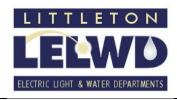
Approval drawings with fully outlined dimensions to be submitted with bid.

Transformer test reports to be included upon delivery.

Delivery is to be on a flat bed truck with 48-hour notice.

Please refer to Exhibit 1 for the detail voltages, kVA and quantities.

All quotes are to be provided on the form in Exhibit 2, and shall include price with delivery FOB Littleton, no-load and load losses, and delivery time.



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

PAD MOUNTED TRANSFORMER SPECIFICATION

1. Provide liquid filled compartment type pad mounted transformer(s) as follows:

RATINGS:

kVA See Exhibit 1
Phase See Exhibit 1
Frequency 60 Hz
Primary Voltage See Exhibit 1
Taps - 5 Position, 2 - 2 1/2% Above and Below Secondary Voltage See Exhibit 1
Impedance - Standard
Temperature Rise - 65 degree C.
Coolant - Insulating Oil

2. **STANDARDS:** The transformer shall comply with the latest applicable standards of the National Electrical Manufactures Association (NEMA) and the American Standards Institute (ANSI).

3. **CONSTRUCTION:**

- a. The transformer shall be compartment type, self-cooled, tamperproof & weatherproof for mounting on a pad. There shall be a transformer tank, high voltage compartment & low voltage compartment assembled as an integral unit. There shall be no exposed screws, bolts or other fastening devices which are externally removable.
- b. The transformer shall be of the sealed tank construction of sufficient strength to withstand a pressure of 7 psi without permanent deformation. The cover shall be welded with a tamperproof bolted and gasketed handhole. The transformer will remain effectively sealed for a top oil temperature range of 50 deg. C. to 105 deg. C. When required, cooling panels will be provided on the back & sides of the tank. Lifting eyes & jacking pads will be provided.



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

Tanks shall be shot-blasted before painting for maximum paint adhesion. The transformer shall have a corrosion-resisting finish that shall meet or exceed proposed EEI-finishing requirements latest revision. Color, munsell green.

- c. The core & coil assembly shall be wound core type with copper windings. The assembly shall be designed to reduce losses & noise & provide adequate short-circuit strength & heat dissipation. Tank heating problems sometimes associated with wye-wye connections shall be eliminated through the use of five-legged core type design. Internal leads are to be insulated, carefully trained & anchored to prevent phase to phase flash over. A tap changing mechanism shall be externally operated & shall be for de-energized operation only. Core & coil shall be dried by circulating current through the winding, in vacuum drying process submerged under the insulating fluid without being exposed to air after drying.
- d. The high & low voltage compartments shall be located side-by-side separated by a steel barrier. When facing the transformer, the low voltage compartment shall be on the right. Terminal compartments shall be full height, air filled with individual doors. The high voltage door fastenings shall not be accessible until the low voltage door has been opened. The low voltage door shall have a 3-point latching mechanism with vault type handle having provisions for a single padlock and Pentahead bolt. The doors shall be equipped with lift-off type stainless steel hinges and door stops to hold the doors open when working in the compartments. The front sill of the compartment shall be removable to allow the transformer to be rolled or skidded into position over conduit stubs. ANSI tank grounding provisions shall be furnished in each compartment.
- e. All transformers shall not contain any detectable levels of PCB and shall be permanently marked same on the name plate, also a vinyl decal showing non-PCB shall be affixed to the lower outside front of each transformer. A vinyl decal shall be affixed near the handle "Danger Electric Hazard".
- f. Transformer shall be equipped with an Internal Fault Detector (IFD) that is located in the airspace above the maximum operating oil level and has no impact on the normal operation of the transformer. The IFD will activate with a minimum pressure rise of 0.5psi in 5-7ms. The IFD must include an integrated PRV (pressure relief valve) that will meet the IEEE



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

transformer standards with a minimum flow rate of 50 SCFM (23.5 L/s). A shipping lock must be installed on the IFD. The IFD must conform to: IEEE C57.12.20, CSA C2.2, IEC 61936-1.

4. HIGH VOLTAGE TERMINATIONS & EQUIPMENT:

The high voltage terminations and equipment shall be:

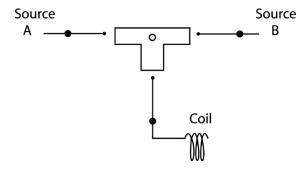
Dead front & conform to ANSI C57.12.26 requirements. Provide universal type bushing wells and parking stands for mounting accessory equipment. Bushings or wells shall be externally clamped.

The terminations and equipment shall be arranged for **loop feed**.

5. HIGH VOLTAGE SWITCHING & PROTECTIVE EQUIPMENT:

For all three phase transformers, provide a 4 position T-Blade load break, gang operated, oil immersed switch. Switch handle with eye for operation with distribution hot stick shall be located in the high voltage compartment & shall have indexing plate to prevent switching beyond one position per operation.

The primary switching scheme provided with the transformer shall be a makebefore-break, four position T blade switch with the following four positions:



Description of positions:

Feed from A & B → 12 o'clock position

Feed from B only → 3 o'clock position

Open — the loop is **closed** and the transformer is de-energized $\rightarrow 6$ o'clock position



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

Feed from A only →9 o'clock position

Provide fault sensing Bay-O-Net type oil immersed fuses.

6. LOW VOLTAGE TERMINATIONS & EQUIPMENT:

For three phase transformers, the low voltage bushings shall be molded epoxy and provided with blade type spade terminals with NEMA standard hole spacing as required per Table 1 below. The low voltage neutral shall be an insulated bushing grounded to the transformer tank by a removable grounding strap. Wye-wye connected transformers shall have the high & low voltage neutrals internally tied with a removable link for testing.

TABLE 1

75 kVA and lower	6 Hole Spade
100 kVA to 300 kVA	8 Hole Spade
500 kVA to 750 kVA	10 Hole Spade
1000 kVA to 2500 kVA	12 Hole Spade

7. **LOSSES:**

Manufacturer must provide no-load and load losses for each transformer bid. See Exhibit 1 for the evaluation criteria.

8. **ACCESSORIES:** Furnish the following accessories:

- a. Standard Accessories:
 - 1. Nameplate in low voltage compartment
 - 2. One-inch upper filter press & filling plug
 - 3. Liquid level indication (sight gauge).
 - 4. One inch drain valve located within secondary compartment
 - 5. Pressure relief device (self-resealing with indicator)



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

9. **Approval Drawings:**

Approval drawings must be sent via email in AutoCAD and PDF format to Patrick Laverty, <u>plaverty@lelwd.com</u>, for review and approval once the bid has been awarded.

10. **Delivery:**

Delivery of transformers to be on a flatbed truck with a 48 hour advance notice and delivered between the hours of 7:00AM - 4:00PM, Monday through Thursday.

11. Awarding of RFP:

LELWD reserves the right to reject any and all proposals received. LELWD also reserves the right to partially award the RFP to different vendors, and vary the quantities ordered from zero up to the quantities listed in Exhibit 1.

LELWD must enter into an equipment contract with the awarded vendor(s). The sample equipment contract is shown in Exhibit 3.



39 AYER ROAD LITTLETON, MA 01460

978-540-2222

EXHIBIT 1

ITEM NO.	QTY	kVA	TYPE	PRIMARY WINDING	PRIMARY WINDING MATERIAL	SECONDARY WINDING	SECONDARY WINDING MATERIAL
1	10	25	Single Phase Pole Mount	24940 GRDY/14400	Copper	120/240V	Copper
2	10	37.5	Single Phase Pole Mount	24940 GRDY/14400	Copper	120/240V	Copper
3	10	50	Single Phase Pole Mount	24940 GRDY/14400	Copper	120/240V	Copper
4	4	500	3-phase Padmount	24940 GRDY/14400	Copper	208/120V	Copper
5	2	150	3-phase Padmount	24940 GRDY/14400	Copper	480/277V	Copper
6	2	112.5	3-phase Padmount	24940 GRDY/14400	Copper	480/277V	Copper
7	1	75	3-phase Padmount	24940 GRDY/14400	Copper	480/277V	Copper
8	2	75	3-phase Padmount	24940 GRDY/14400	Copper	208/120V	Copper
9	2	75	Single Phase Padmount	24940 GRDY/14400	Copper	120/240V	Copper

Note: LELD reserves the right to partially award the bid to different vendors, and vary the quantities ordered from zero up to the quantities listed above. All quotes are to be provided on the form in EXHIBIT 2, and shall include price with delivery FOB Littleton, no-load and load losses, and delivery time.

CATALOG cuts with fully outlined dimensional drawings to be submitted with bid.

EVALUATION of the transformers by LELD based on the total cost of ownership, lead time, and other factors.



39 AYER ROAD LITTLETON, MA 01460

978-540-2222

EXHIBIT 2

Vendor:		
Manufacturer:		

ITEM NO.	Price (Each)	No-Load Losses	Load Losses	Delivery (Weeks)	Place of Origin (Manufacturing Country)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Please note all exceptions to the specification on a separate page (refer to the item no.).



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

EXHIBIT 3

Littleton Electric Light & Water Department

VENDOR SUPPLIES/EQUIPMENT CONTRACT #2024- 25kV Transformers

AGREEMENT

This agreement for materials, equipment and/or services as described herein ("Agreement") is hereby entered into by and between the Littleton Electric Light & Water Department, a Massachusetts municipal light department with offices at 39 Ayer Road, Littleton, Massachusetts ("Owner") and VENDOR, VENDOR ADDRESS ("Vendor") (collectively, the "Parties").

WHEREAS, on or about December 12th, 2023, pursuant to the provisions of M.G.L. c. 164, § 56D, Owner requested proposals for the procurement of 25 kV Transformers pursuant to Owner's RFP #2024- 25kV Transformers (Exhibit A); and

WHEREAS, on January 30th, 2024, Vendor submitted its Proposal in response to Owner's RFP #2024- 25kV Transformers (Exhibit B), and

WHEREAS, Owner desires to purchase, and Vendor desires to provide 25kV transformers, subject to the specifications, terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Vendor agree as follows:

- 1. <u>Contract Documents</u>: The following documents are incorporated into this Agreement as fully as if stated within the body of this Agreement and shall be appended as Exhibits A through D hereto:
 - Owner's RFP including any Specifications (Exhibit A);
 - Vendor's Proposal dated _____ (Exhibit B);
 - Purchase Order (Exhibit C);
 - Owner's Terms and Conditions (Exhibit D);

In the event of a conflict between this Agreement and any Exhibits attached hereto, the Owner's Terms and Conditions shall take precedence.



39 AYER ROAD LITTLETON, MA 01460 978-540-2222

2. <u>Payment</u>: The Parties have agreed to the following payment terms.

Owner shall make payment to Vendor as follows:

As shown on Purchase Order No. __ for materials, equipment and/or services delivered, invoiced, and accepted by the Owner, with payment due thirty (30) days thereafter.

- 3. <u>Purchase Order</u>: Owner has issued a Purchase Order in the amount of \$XX,XXX for Items as set forth in the Proposal (Exhibit B) to be paid in accordance with the terms of the Agreement. Upon receipt of the Purchase Order, which is issued pursuant to the terms of this Agreement, Vendor shall consider such receipt as its "notice to proceed" and shall commence performance under the Agreement.
- 4. <u>Delay LDs</u>: Time is of the essence. Vendor shall deliver _____ no later than _____, 2024, which shall as a condition of acceptance by Owner, meet all of Owner's Specifications.
- 5. Waiver/Amendment. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No waiver by either Party of any default(s) by the other Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such other Party from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release the defaulting Party from, future performance of the same provision, condition or requirement.
- 6. <u>Severability</u>. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their best efforts to modify or reform this Agreement so as to effect the original intent of the Parties as closely as possible with respect to the provision that were held to be invalid or unenforceable.
- 7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts with the same effect as if both parties had signed the document. All counterparts shall be construed together and shall constitute one and the same agreement.
- 8. Governing Law. This Agreement shall be governed by and construed, interpreted and performed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of law principles. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction located in the Commonwealth of Massachusetts. By execution of this Agreement, each of the Parties hereto accepts for itself and its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the Parties hereto



39 AYER ROAD

LITTLETON, MA 01460

78-540-2222

irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the Party pursuant to the notice provisions hereof. Should any action be brought pursuant to this Agreement, the Parties waive their right to a jury trial.

9. <u>Notice</u>. Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered by email and by certified mail (return receipt requested), or by a nationally recognized prepaid overnight service, to the address set forth below. Notices will be deemed to have been given upon receipt (as evidenced by return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Vendor:

Owner: Littleton Electric Light &
Water Department
39 Ayer Road
Littleton, MA 01460
Attention: Pat Laverty
Email: playerty@lelwd.com

10. <u>Entire Agreement</u>. This Agreement, including the Exhibits and any written amendments expressly made part of this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year below first written.

ACCEPTED AND AGREED TO THIS	DAY OF	, 2024
LITTLETON ELECTRIC LIGHT & WA	TER DEPARTMENT	
Ву:		
VENDOR		



39 AYER ROAD

LITTLETON, MA 01460

78-540-2222

LELWD PURCHASE AGREEMENT

TERMS AND CONDITIONS

AGREEMENT

The following terms and conditions will be incorporated by reference in to the Agreement that shall constitute the entire understanding between LELWD and the Vendor, and no modifications, rescission, waiver or termination of the Agreement or any of its terms and conditions, shall be binding on LELWD unless agreed to in writing by LELWD. Capitalized words not defined herein shall have the meaning set forth in the Agreement. Pursuant to the terms of this Agreement, Vendor agrees to provide the equipment and work for the price and by the date(s) specified therein.

PERFORMANCE/ DEFAULT

If the Vendor shall fail in any respect to perform his obligations under the Agreement with promptness and diligence; or defaults on any obligations under the Agreement; or files for bankruptcy protection or is the subject of an involuntary bankruptcy petition or makes a general assignment for the benefit of creditors or becomes unable to pay debts when due, LELWD may cancel the Agreement in part or in its entirety without liability whatsoever for any portion(s) so canceled and in addition may pursue any and all remedies available at law and in equity for such breach or default.

WARRANTY

The Vendor represents and warrants that through the end of the Warranty Period, the equipment will: (i) be free from errors, defects and damage in material and workmanship; (ii) be new when installed unless the Parties agree otherwise in advance and in writing; (iii) be of good quality, workmanship and in good condition; (iv) be delivered, handled, stored (whether onsite or offsite) and installed in accordance with all manufacturer's instructions, in a manner that does not void or impair manufacturer warranties; and (v) conform to the specifications and instructions of LELWD.

If the equipment does not meet the warranties above, LELWD, after determining a defect or non-conformance, will notify the Vendor. At the sole discretion of LELWD, the Vendor shall replace, repair or restore without cost to LELWD (including disassembly, removal, storage and transportation), any defects or non-conformance arising within ____years after date of acceptance of the equipment furnished. Vendor shall use its commercially reasonable efforts



39 AYER ROAD

LITTLETON, MA 01460

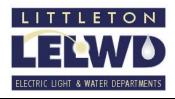
78-540-2222

to remedy any failure or breach of Warranty so as to minimize revenue loss to Owner and to avoid disruption of Owner's operations.

Any replacement, repair, or reperformed equipment furnished by the Vendor under aforesaid warranty shall carry warranties on the same terms and conditions or said replacement, or repaired equipment.

PERFORMANCE/TERMIN ATION FOR CAUSE/FORCE MAJEURE LELWD reserves the right to terminate this Agreement for its convenience. Time is of the essence. In the event of Vendor's default by reason of failure to deliver the equipment as and when specified, LELWD may cancel this Agreement in its entirety, or any part thereof, by written notice to Vendor, all for cause, without prejudice to LELWD's other rights and all without liability to itself. In such event, LELWD may replace it by contract or otherwise. In such cases, Vendor shall be liable to LELWD for any additional costs incurred by LELWD thereby. These rights and remedies are in addition to any rights and remedies provided by law or under this Agreement. LELWD shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold LELWD harmless from, any damages occasioned by the Vendor's breach or default. Vendor shall not be entitled to any claim for loss of anticipated revenue, including overhead and profit, due to cancellation or termination of this Agreement for cause. If it should be determined that the LELWD has improperly terminated this contact for default, such termination shall be deemed to be for the LELWD's convenience. If LELWD terminates this Agreement for convenience, all payments due to the Vendor under the Agreement up to the date of termination, in accordance with all Agreement terms, shall be paid by LELWD to Vendor.

Except as set forth in this Agreement, neither Party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, or other events beyond the control of the other Party, that could not have been foreseen or reasonably prevented. Such acts or events shall include unusually severe weather affecting performance, floods, epidemics, war, riots, strikes and lockouts. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is being entered into during the pandemic caused by COVID-19. Delays within the scope of this provision which continue for ninety (90) days shall, at the option of either Party, make this Agreement subject to termination.



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

PATENTS, TRADEMARKS, COPYRIGHTS

It is mutually agreed and understood that the Agreement includes all royalties and costs arising from patents, trademarks and copyrights in any way involved with the work. If the Vendor, or any of its sub-vendors or subcontractors, are required or desires to use any design, device, material or process covered by letters, patents, trademark or copyright, the Vendor shall indemnify and hold harmless LELWD from any and all claims for infringement by reason of use of any such patented design, device, material or process to be performed under the Agreement and shall further indemnify LELWD for any actions, claims, expenses and damage which LELWD incurs or may be obligated to pay by reason of such infringement at any time during the performance or after the completion of the work. LELWD will give to the Vendor notification of any such action, claim, or proceeding and shall furnish the Vendor (at the Vendor's expense) all reasonably necessary information and assistance to enable the Vendor to defend the same.

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

INSPECTIONS/ ACCEPTANCE

All materials and equipment to be supplied under the Agreement are subject to inspections by LELWD or its representatives. LELWD is not required to accept any materials or equipment that does not meet the requirements of the Agreement or its specifications and instructions. LELWD's acceptance of, and/or payment for equipment shall not constitute a waiver by it of any claims it may have or warranties under this Agreement or acceptance or approval of any equipment.



39 AYER ROAD

LITTLETON, MA 01460

78-540-2222

COMPLIANCE WITH LAW

The Vendor shall comply with all applicable Federal, State and local laws, regulations, ordinances, by-laws and orders that govern this Agreement ("Laws") whether or not specifically referenced. Vendor also agrees to indemnify and hold harmless LELWD from any and all damages, claims and liabilities arising from Vendor's noncompliance with said Laws.

TAXES

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

RISK OF LOSS/ TRANSPORT Risk of loss and/or liability for damages for any of the materials or equipment specified in the Agreement shall remain with the Vendor until such items are delivered and accepted by LELWD.

All transportation costs are included in the Purchase Price.

IDENTIFICATION

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

ASSIGNMENT

Neither the Agreement nor any payment due or to become due hereunder shall be assignable by the Vendor without the prior written consent of LELWD. Any such assignment(s) without LELWD's prior written consent shall be void. Should LELWD agree to an assignment, the Vendor shall remain fully responsible for the acts and omissions of the Vendor's assignee and the Vendor shall indemnify and hold LELWD harmless from any and all loss and expense arising out of the assignment.

RECORDS/AUDIT

The Vendor shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work under the Agreement in accordance with generally accepted accounting practices.

Vendor shall maintain such records for at least six (6) years after final payment, which in reasonable detail accurately and fairly reflect the



39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

dispositions of the Vendor under this Agreement. Until the expiration of six (6) years after final payment, LELWD and any other public official authorized by law shall have the right to examine such records that directly pertain to and involve transactions relating to Vendor under the Agreement. Vendor hereby grants LELWD or its Representative permission to audit such records and books of account at the Vendor's usual place of business at reasonable times.

CONFIDENTIALITY

Any of LELWD's drawings, specifications or technical information used by the Vendor hereunder, shall remain the property of LELWD and shall be held in confidence by the Vendor and shall not be reproduced or disclosed to others without the written permission of LELWD.

WAIVER

In the event LELWD fails to insist on strict performance of any of the terms and conditions or fails to exercise any of its rights and privileges hereunder, such a failure shall not constitute a waiver of such terms, conditions, rights or privileges.

COMPLETION OF CONTRACT

The Agreement will not be considered complete until all Specifications and requirements have been met and the equipment and work are accepted by LELWD. These requirements include, but are not limited to, LELWD's acceptance of all documentation, drawings, manuals, plans and publications, as applicable.