



**LITTLETON  
ELECTRIC LIGHT  
AND WATER  
DEPARTMENTS**

39 AYER ROAD

LITTLETON, MA 01460

978-540-2222

**LITTLETON ELECTRIC LIGHT & WATER DEPARTMENT**  
**REQUEST FOR PROPOSALS (RFP) # 2024- 25kV 3Phase Switchgear**

Pursuant to M.G.L. c. 164, § 56D, the Littleton Electric Light & Water Department (LELWD) invites proposals for the purchase of: 25kV 3Phase Switchgear.

SPECIFICATIONS/INFORMATION: can be examined and obtained at LELWD between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday or by emailing Josh DeTerra, Senior Electrical Engineer, at [jdeterra@lelwd.com](mailto:jdeterra@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 3Phase Switchgear" and be received at the office of Mr. Nick Lawler, General Manager, Littleton Electric Light and Water Departments (LELWD), 39 Ayer Road, Littleton, MA 01460 until **2:00 p.m., April 11<sup>th</sup>, 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

## **SPECIFICATIONS**

### **3 PHASE PAD MOUNTED PRIMARY SWITCHGEAR**

#### **1. ITEMS:**

Provide a 25KV 3-Phase Primary Switchgear for with capabilities of gang operated switching and SMU-20 fuses as follows:

- (3) Dead-Front, Air insulated, Padmounted switchgear with (1) 3-Pole 600Amp group operated switches and (3) 3-Phase sets of fuse mountings for SMU-20 fuses provided with 200 Amp bushing wells ((1) per phase)
- (3) Dead-Front, Air insulated, Padmounted switchgear with (2) 3-Pole 600Amp group operated switches and (2) 3-Phase sets of fuse mountings for SMU-20 fuses provided with 200 Amp bushing wells ((1) per phase)

\*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 below.

#### **2. RATINGS:**

System Voltage Class				
		15kV†	25kV†	35kV‡
kV, Nominal		14.4	25	34.5
kV, Maximum Design		17.5	27½	38
kV, BIL		95	125	150
Main Bus Continuous, Amps		600	600	600
Switch Load-Interrupting, Amps		600	600	600
Switch Fuse Load-Interrupting, Amps		200	200	200
Switch Short-Circuit Ratings ① ②				
Amps, RMS Symmetrical	Standard	14,000	12,500	25,000
	HFC	25,000	25,000	
Peak Withstand Current, Amperes	Standard	36,400	32,500	65,000
	HFC	65,000	65,000	
MVA, 3-Phase Symmetrical at Rated Nominal Voltage	Standard	350	540	1490
	HFC	620	1,080	
Fault-Closing Amps, RMS, Asym., 3-Time Duty-Cycle③	Standard	22,400	20,000	40,000
	HFC	40,000	40,000	

① These are nominal switch ratings. Integrated pad-mounted unit may be limited by fuse ratings. Use fuse rating chart in next column to select proper short circuit ratings.

② Select one set of the ratings shown. (Standard or High Fault Current - HFC)

3. **SUBMITTALS:**

When requested, the manufacturer shall furnish the following drawings and reports:

- A. Layout showing dimensions, arrangements, electrical ratings, components and weights.
- B. Certified test reports of similar manufactured units showing faultclosing capability and load-interrupting capability of switches and complete pad-mounted gear assembly based on maximum design voltage.

4. **STANDARDS & CODES**

- A. All portions of ANSI/IEEE C57.12.28, covering enclosure integrity for pad-mounted equipment.
- B. Article 490.21(E) "Load Interrupters" in the National Electrical Code, which specifies that the interrupter switches in combination with power fuses shall safely withstand the effects of closing, carrying, and interrupting all possible currents up to the assigned maximum short-circuit rating.
- C. All portions of IEEE C37.74 covering design and testing of the distribution switchgear, components and ways.
- D. All portions of ANSI, IEEE, and NEMA standards applicable to the basic switch and fuse components.
- E. Applicable portions of IEEE-386 (formerly ANSI C119.2), which covers bushings and bushing wells

5. **CONSTRUCTION:**

- To ensure a completely coordinated design, the pad-mounted gear shall be constructed in accordance with the minimum construction specifications of the fuse and/or switch manufacturer to provide adequate electrical clearances and adequate space for fuse handling.
- In establishing the requirements for the enclosure design, consideration shall be given to all relevant factors such as controlled access and tamper resistance.
- The outdoor pad-mounted primary switchgear shall consist of a single self-supporting enclosure, with primary bus, cable-termination points, and if a unit for primary metering current and voltage sensing transformers purchased and installed by the switchgear manufacturer, as specified within this document.

**A. Insulators, Bushings, and Bushing Wells:**

The pad-mounted metering switchgear insulators, bushings, and bushing wells shall have the following material characteristics and restrictions:

1. Operating experience of at least (20) years under similar conditions
2. Ablative action to ensure non-tracking properties.
3. Adequate leakage distance established by test per IEC Standard 60507.
4. Adequate strength for short-circuit stress established by test.
5. Conformance to ANSI/IEEE standards.
6. Homogeneity of the cycloaliphatic epoxy resin throughout each insulator, bushing, and bushing well to provide maximum resistance to power arcs. Ablation due to high temperature from power arcs shall continuously expose more material of the same composition and properties so that no change in mechanical or electrical characteristics takes place because of arc-induced ablation. Furthermore, any surface damage to insulating components during installation or maintenance of the pad-mounted gear shall expose material of the same composition and properties so that insulating components with minor surface damage or imperfections need not be replaced.
7. Each insulator, bushing, and bushing well shall be x-rayed to assure it is free of voids. An alternative testing method may be used only by approval of the engineer
8. Conductor rods of bushings and bushing wells shall be of all copper construction, with the associated threaded studs to be copper with a silver flash.

**B. High-voltage Bus**

1. Bus and interconnections shall consist of bare aluminum bar of 56% IACS conductivity with an oxide-inhibiting agent at all bus joints.
2. Bus and interconnections shall withstand the stresses associated with short circuits up to the maximum rating of the pad-mounted gear, including proper allowance for transient conditions.
3. Bolted aluminum to aluminum connections shall be made with a suitable number of non-corrosive bolts, with two Belleville spring washers per bolt, one under the bolt head and one under the nut, or with a wide-flange head bolt and one Belleville spring washer under the nut, per bolt. As an alternate, bolted aluminum-to-aluminum connections shall be made with a suitable equivalent surface area, i.e. – 1-bolt and spring washer. Bolts shall be tightened to an appropriate torque to assure good electrical connection.
4. Before installation of the bus, all electrical contact surfaces shall first be prepared by abrading to remove any aluminum-oxide film. Immediately after this operation, the electrical contact surfaces shall be coated with a uniform coating of an oxide inhibitor and sealant.

**C. Ground Connection Pads**

1. A ground connection pad shall be provided in each termination compartment of the pad-mounted switchgear.

2. The ground connection pad shall be constructed of 1/4" thick, stainless steel and have a NEMA 2-hole pattern for ground connections. The pad shall be welded to the enclosure and shall have a short-circuit rating equal to that of the integrated assembly.
3. A full-width copper rod for connection of grounding devices and ground leads shall be provided in each cable termination compartment.

#### **D. Enclosure Construction**

1. The pad-mounted enclosure shall be of unitized construction (not structural frame and bolted sheet) to maximize strength, minimize weight, and inhibit internal corrosion.
2. The basic material for the enclosure, roof, and doors shall be 11-gauge, hot rolled, pickled and oiled steel. All structural joints and butt joints shall be welded, and the external seams shall be ground flush and smooth.
3. All structural joints and butt joints shall be welded, and the external seams shall be ground flush and smooth. A welding process shall be employed that eliminates alkaline residues and minimizes distortion and spatter.
4. To guard against unauthorized or inadvertent entry, enclosure construction shall not utilize any externally accessible hardware.
5. The base shall consist of continuous 90° flanges, turned inward and welded at the corners, for bolting to the concrete pad.
6. The door openings shall have 90° flanges, facing outward, that shall provide strength and rigidity as well as deep overlapping between doors and door openings to guard against water entry.
7. In consideration of tamper resistance, the enclosure shall conform to, or exceed, the requirements of ANSI/IEEE C57.12.28.
8. A heavy coat of insulating "no-drip" compound shall be applied to the inside surface of the roof to reduce condensation of moisture thereon.
9. The roof shall be removable with bolts accessible in the termination and the metering transformer compartments.
10. Lifting tabs shall be removable. Sockets for the lifting-tab bolts shall be blind-tapped. A protective material shall be placed between the lifting tabs and the enclosure to prevent the tabs from scratching the enclosure finish. This material shall be non-hygroscopic to prevent moisture from being absorbed and allowed to remain against the enclosure.
11. To prevent moisture ingress, the roof shall be one-piece construction and shall not include any gasketed joints.
12. A steel equipment wall is provided for mounting of the bushing wells and/or bushings, as well as to separate the dead-front cable termination compartment from the medium voltage transformer compartment.

#### **E. Barrier Assembly**

1. Insulating barriers shall be provided between metering transformers when required to achieve necessary insulation levels between phases. The barriers shall be constructed of fiberglass reinforced polyester (NEMA GPO-3).

**F. Doors**

1. Doors shall be constructed of 11-gauge hot-rolled, pickled and oiled sheet steel.
2. Door edge flanges shall overlap with door opening flanges and shall be formed to create a mechanical maze that shall guard against water entry and discourage tampering or insertion of foreign objects.
3. Doors shall have a minimum of three stainless steel hinges and hinge pins. The hinge pins shall be secured in place to guard against tampering.
4. One active and one passive door shall be provided in the case where there are two adjacent doors. In consideration of controlled access and tamper resistance, each active door shall be equipped with a three-point latching mechanism and padlock hasp.
5. Each active door shall be provided with a hinged stainless-steel cover over the padlock hasp. The cover shall be padlockable and shall incorporate a cover to protect the padlock shackle from tampering.
6. Each handle shall be provided with a recessed penta-head bolt (hex-head optional) for additional security.
7. Each passive door shall be independently secured (bolted or latched) to the enclosure.
8. Doors providing access to fuses shall have provisions to store spare expulsion type fuse units or refills.
9. Each door shall be provided with a stainless-steel door holder (or "wind brace") located above the door opening. These holders shall be hidden from view when the door is closed. It shall not be possible for the holders to swing inside the enclosure.

**G. Finish**

1. Full coverage at joints and blind areas shall be achieved by processing enclosures independently of components, such as doors and roofs, before assembly as unitized structures.
2. All exterior welded seams shall be sanded or ground smooth for neat appearance.
3. All surfaces shall undergo a chemical cleaning, phosphatizing or zirconization and sealing process before any protective coatings are applied in order to remove oils and dirt, form a chemically and anodically neutral conversion coating, improve the finish-to-metal bond, and retard under-film propagation of corrosion.
4. The finishing system shall be applied without sags or runs.



5. After the enclosure is completely assembled and the components (bus, bushings, etc.) are installed, the finish shall be inspected for scuffs and scratches.
6. Blemishes shall be carefully touched up by hand to restore the protective integrity of the finish.
7. Unless otherwise specified, the color shall be Munsell No. 7GY 3.29/1.5, dark green.
8. To ensure that the finishing system is capable of resisting corrosion, the manufacturer shall provide, on request, certification that the representative test panels, protected by the manufacturer's finish system, have passed the coating system performance requirements in ANSI/IEEE C57.12.28 as verified by an independent third party certifier, such as UL®.

#### **H. Interrupter Switches**

1. Interrupter switches shall have a three-time duty-cycle faultclosing rating equal to or exceeding the short circuit rating of the integrated pad-mounted gear assembly. These ratings define the ability to close the interrupter switch either alone (unfused) or in combination with the appropriate power fuses three times against a three-phase fault with asymmetrical current in at least one phase equal to the rated value, with the switch remaining operable and able to carry and interrupt rated current. Tests substantiating these ratings shall be performed at maximum design voltage with current applied for at least 10 cycles. Certified test abstracts establishing such ratings shall be furnished upon request.
2. Interrupter switches shall utilize a quick-make, quick-break mechanism installed by the switch manufacturer. The quickmake, quick-break mechanism shall be integrally mounted on the switch frame, and shall swiftly and positively open and close the interrupter switch independent of the speed of the switch operating handle.
3. Interrupter switches shall be operated by means of an externally accessible switch-operating hub. The switch-operating hub shall be located within a recessed stainless-steel pocket mounted on the side of the pad-mounted enclosure. The switch-operating hub pocket shall include a padlockable stainless-steel access cover that shall incorporate a hood to protect the padlock shackle from tampering. Labels or targets to indicate switch positions shall be provided in the switch operating hub pocket.
4. Each interrupter switch shall be completely assembled and adjusted by the switch manufacturer on a rigid mounting frame. The frame shall be of heavy-gauge steel construction.
5. Interrupter switch shall be provided with contact blades and interrupters for circuit closing, including fault-closing, continuous current carrying, and circuit interrupting. Spring loaded auxiliary blades shall not be permitted.

6. Circuit interruption shall be accomplished by use of an interrupter which is positively and inherently sequenced with the blade position. It shall not be possible for the blade and interrupter to get out of sequence.
7. Interrupter switches shall have a readily visible open gap when in the open position, which shall be viewable through a mar-resistant clear barrier, to allow positive verification of correct switch position. In addition, an open/close label shall be provided in the termination compartment to give a supplemental visual indication of switch position.
8. Each interrupter switch shall be provided with a switch operating handle. The switch-operating handle shall be secured to the inside of the switch-operating hub pocket and shall be stored behind the switch-operating hub access cover.
9. To increase contact separation speed, interrupter switch contacts on both sides of the arcing area shall be spring assisted to reduce arcing time and to rapidly increase the dielectric gap.
10. To further insure arc extinction, air shall be compressed and simultaneously injected into the arcing area to cool the arc and thereby not rely solely on blade travel to insure arc extinction.
11. Arc extinction shall not rely on gases generated by ablative action of the arc playing on any interrupter switch components or materials which will carbonize, deplete or otherwise erode such components and materials.
12. Provision to padlock switch-operating hub in open or closed position shall be provided.

**I. Switch Compartments**

1. Switch terminals shall be equipped with 600 ampere rated bushings that include removable tin-plated aluminum threaded studs (silver-plated copper studs optional) to accommodate a choice of termination systems.
2. Bushings and bushing wells shall have interfaces in accordance with ANSI/IEEE Standard 386 (ANSI Standard C119.2) to accept all standard separable insulated connectors and inserts.
3. Parking stands are provided adjacent to each bushing and bushing well to accommodate horizontal feed-throughs and standoff insulators.
4. All medium-voltage switch and fuse components are completely encased in an inner grounded steel compartment. The component compartment floor shall be of 16-gauge galvanized steel sheet to exclude foliage and animals. The floor shall be cross-kinked and shall have a small stainless-steel screen in each corner.
5. Viewing windows are provided within the termination compartments to allow visual verification of switch position, observation of switch-position open/close labels and inspection of blown-fuse indicators on power fuses.

**J. Fuse Compartments**



1. Fuse terminals are equipped with 200 ampere rated bushing wells designed to accept 200 ampere bushing inserts and shall have removable, 303SS studs (tin-plated with copper undercoat).
2. Bushings and bushing wells shall have interfaces in accordance with ANSI/IEEE Standard 386 (ANSI Standard C119.2) to accept all standard separable insulated connectors and inserts. Parking stands are provided adjacent to each bushing and bushing well to accommodate horizontal feed-throughs and standoff insulators.
3. Fuse access panels shall have a mechanical interlock that guards against gaining access to the fuse before opening the load-break separable insulated connector at the fuse terminal.
4. The fuse shall be accessible only when de-energized and isolated — for full-view non-loadbreak disconnection and removal with a shotgun stick. This mounting features positive latching in both the energized and de-energized positions. When latched in the open position, the de-energized fuse is electrically isolated and readily accessible to operating personnel for removal with full visibility of contact interfaces on both sides of the fuse.
5. Access to the compartment containing energized components when fuses are being changed shall be blocked by a GPO-3 panel that is secured in position.
6. Individual parking stands shall be provided for each fuse mounting to allow convenient installation of elbow accessories to accommodate grounding. A ground rod shall be installed across the full width of the fuse compartments for connecting of cable concentric neutrals. Fuse phases shall be equipped with cable guides to assist in cable training and to prevent cables from interfering with movement of the fuse-access panel.
7. To provide maximum service life and to prevent corrosion of moving parts, all latches and pivots in the fuse-handling mechanism shall be either painted steel, stainless steel, or zinc-plated.

**K. Bus Termination Compartments**

1. PSE dead-front bus termination compartments shall be equipped with 600A dead-break bushings.

**L. Cable Termination Compartments**

1. The high voltage terminations and equipment shall be Dead front & conform to ANSI C57.12.26 requirements.
2. 200-ampere rated bushing wells shall be designed to accept 200-ampere bushing inserts and shall have removable, silver-plated copper studs.
3. Bushings and bushing wells shall have interfaces in accordance with ANSI/IEEE Standard 386 to accept all standard separable insulated connectors and inserts.

4. A parking stand of stainless steel shall be provided adjacent to each bushing and bushing well to accommodate horizontal feed-through assemblies and stand-off bushings.
5. A location to accommodate drain wires from elbow connectors and accessories shall be provided adjacent to each bushing and bushing well.

**6. LABELING:**

**A. Warning Signs**

- i. All active external doors shall be provided with approved “Warning – High Voltage – Keep Out” signs.

**B. Additional Hazard-Alerting Signs and Labels for the Metering Transformer Compartment shall include:**

- i. A “Danger – High Voltage – Keep Out – Qualified Persons Only” sign on the inside of each door.
- ii. A “Danger” sign on both sides of each barrier in the metering transformer compartment.

**C. Nameplates, Ratings Labels, & Connection Diagrams**

- i. The outside of both the front and back shall be provided with nameplates indicating the manufacturer’s name, serial number, catalog number, model number, and date of manufacture.
- ii. The inside of each door shall be provided with a ratings label indicating the following: voltage ratings, main bus continuous rating, short circuit ratings (amperes RMS symmetrical at rated nominal voltage), and approximate weight.
- iii. A one-line connection diagram showing the bus, terminations, and locations of the PTs and CTs will be provided on the inside of the front and rear doors.
- iv. The exterior shall include labeling indicating the Elbow compartment and the Metering compartment, centered above the door(s).

**D. Individual interior labeling shall be provided for the following:**

- i. Phase identification (numbered).
- ii. “Line” bushing well (or bushing) identification.
- iii. “Load” bushing well (or bushing) identification.

**7. ACCESSORIES:**

- A. Fuse end fittings, FP-3097 or equal.
- B. Load Break inserts for all fused 200A compartments.
- C. Cable guides in each switch and fuse compartment.

**8. WARRANTY:**

- A. A written extended warranty for a period of 40 years from the time of delivery to Littleton guaranteeing the cable to meet written design specifications contained in our order and that the cable is free from defects in materials or workmanship.
- B. In the event any section of switchgear fails, as mutually determined by the purchaser and manufacturer, the manufacturer will provide a replacement switchgear equal to the original specs of equipment free of charge to the same delivery point as originally called for in the order.
- C. If the product fails electrically while in service during the warranty period, LITTLETON ELECTRIC LIGHT DEPARTMENT shall notify manufacturer by written notice to the Company's Director of Quality Control within ten (10) days of discovery of such failure and shall permit a representative of the manufacturer a reasonable period to inspect the product.
- D. A complete written warranty will be available to Littleton Electric Light Department, along with the bid quotation from manufacturer.

**9. Approval Drawings:**

Approval drawings must be sent via email to Joshua DeTerra, [jdeterra@lelwd.com](mailto:jdeterra@lelwd.com), for review and approval once the bid has been awarded.

**10. Delivery:**

Delivery of switchgear should 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.



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**EXHIBIT 1**

ITEM NO.	QTY	DESCRIPTION	PRIMARY VOLTAGE
1	3	Dead-Front, Air insulated, Padmounted switchgear with (1) 3-Pole 600Amp group operated switches and (3) 3-Phase sets of fuse mountings for SMU-20 fuses provided with 200 Amp bushing wells ((1) per phase)	24940 GRDY/14400
2	3	Dead-Front, Air insulated, Padmounted switchgear with (2) 3-Pole 600Amp group operated switches and (2) 3-Phase sets of fuse mountings for SMU-20 fuses provided with 200 Amp bushing wells ((1) per phase)	24940 GRDY/14400
3			
4			
5			
6			
7			
8			
9			
10			

**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.

**A digital copy of the bid submission must be submitted with the bid via usb flash drive.**

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

All quotes are to be provided on the form in EXHIBIT 2, and shall include price with delivery FOB Littleton, and delivery time.



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**EXHIBIT 2**

**Vendor:**\_\_\_\_\_

**Manufacturer:**\_\_\_\_\_

ITEM NO.	Price (Each)	Delivery (Weeks)	Place of Origin (Manufacturing Country)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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



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**EXHIBIT 3**

**Littleton Electric Light & Water Department**

**VENDOR  
SUPPLIES/EQUIPMENT  
CONTRACT #2024- 25kV 3Phase  
Switchgear**

**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 **March 20<sup>th</sup>, 2024**, pursuant to the provisions of M.G.L. c. 164, § 56D, Owner requested proposals for the procurement of 25 kV 3Phase Switchgear pursuant to Owner’s RFP #2024- 25kV 3Phase Switchgear (Exhibit A); and

WHEREAS, on **April 11<sup>th</sup>, 2024**, Vendor submitted its Proposal in response to Owner’s RFP #2024- 25kV 3Phase Switchgear (Exhibit B), and

WHEREAS, Owner desires to purchase, and Vendor desires to provide 25kV 3Phase Switchgear, 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. Contract Documents: 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);





# LITTLETON ELECTRIC LIGHT AND WATER DEPARTMENTS

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

2. Payment: The Parties have agreed to the following payment terms.

Owner shall make payment to Vendor as follows:

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

3. Purchase Order: 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. Delay LDs: Time is of the essence. Vendor shall deliver [REDACTED] no later than [REDACTED], 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. Severability. 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. Counterparts. 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.



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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 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. Notice. 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: plaverty@lelwd.com

10. Entire Agreement. 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 & WATER DEPARTMENT

By: \_\_\_\_\_

VENDOR

By: \_\_\_\_\_

## **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   2  years   after date of acceptance of the equipment furnished. Vendor shall use its commercially reasonable efforts



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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 reperfomed 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 contract 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.



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## 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.



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## 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





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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.