



# The Cape Light Compact

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POST OFFICE BOX 427 • BARNSTABLE SUPERIOR COURT HOUSE • BARNSTABLE, MASSACHUSETTS 02630

## REQUEST FOR PROPOSALS

The Cape Light Compact, through Barnstable County, will receive proposals from qualified vendors for service delivery of the Small Commercial & Industrial (C&I) Direct Install Program. The primary objective of the Small C&I Direct Install Program is to provide cost-effective, comprehensive electric & deliverable fuel retrofit services to business customers with less than 300kW demand on a turnkey basis.

In conjunction with the Small C&I Direct Install Program services requested, the Cape Light Compact also seeks to contract with several qualified firms to perform Ancillary Energy Assessment Project Support Services. These services are performed for C&I customers with projects in any of the Compact's C&I programs and range from efficiency project incentive application support to in-depth engineering studies involving a range of end use technologies and processes.

Turnkey services through the Direct Install Program are distinct and will be contracted separately from the Ancillary Energy Assessment Project Support Services; however, interested vendors are encouraged to submit proposals for both.

Proposals will be received at the Superior Court House, Cape Light Compact Office, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before Thursday, November 3, 2011 at 4:00 PM. **No exceptions will be allowed.**

Specifications may be obtained from the Cape Light Compact's web site, [www.capelightcompact.org](http://www.capelightcompact.org), under Resources, Request For Proposals.

**NOTE: One original and one (1) electronic copy of each proposal shall be submitted. NO faxed submissions will be accepted.**

The Cape Light Compact reserves the right to accept or reject any or all proposals, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the Cape Light Compact.

The Cape Light Compact and the County of Barnstable fully comply with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 30th day of September 2011.

A handwritten signature in blue ink, reading "Margaret T. Downey".

Margaret T. Downey  
Chief Procurement Officer  
Cape Light Compact



## **Request for Proposal**

### **Commercial and Industrial (C&I) Programs Small C&I Retrofit Direct Install & C&I Programs Ancillary Services 2012-2013**

**Issued: September 30, 2011**

**Proposals due: November 3, 2011**

Cape Light Compact, P.O. Box 427, Superior Courthouse, Barnstable, MA 02630  
[www.capelightcompact.org](http://www.capelightcompact.org)

# REQUEST for PROPOSALS

*September 30, 2011*

## Commercial and Industrial (C&I) Programs

### Small C&I Retrofit Direct Install Program & C&I Programs Ancillary Services 2012-2013

#### I. Introduction

The Cape Light Compact (“the Compact”) is soliciting competitive bid proposals from qualified vendors for service delivery of the Small C&I Direct Install Program (“DI Program”). The primary objective of the Small C&I DI Program is to provide cost-effective, comprehensive electric & deliverable fuel retrofit services to business customers with less than 300kW demand on a turnkey basis. In addition, new measures, including innovative technologies and solid state lighting measures, as approved by Cape Light Compact, may be added to the program offerings in coordination with the Joint Massachusetts Program Administrators (PAs) and the selected Vendor(s).

In conjunction with the Small C&I DI Program services requested, the Cape Light Compact also seeks to contract with several qualified firms to perform Ancillary Energy Assessment Project Support Services (“Ancillary Services”). These services are performed for C&I customers with projects in any of the Compact’s C&I programs and range from efficiency project incentive application support to in-depth engineering studies involving a range of end use technologies and processes.

Turnkey services through the DI Program are distinct and will be contracted separately from the Ancillary Energy Assessment Project Support Services; however, interested vendors are encouraged to submit proposals for both<sup>1</sup>.

The contracts for these services are scheduled to begin January 1, 2012 and continue through December 31, 2012, with an option to extend in one year increments for an additional three years.

Vendor(s) selection will be based on a scored selection criteria detailed in the body of this proposal.

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<sup>1</sup> With the exception that any vendor who may deliver the DI Program or install other C&I measures, that would be subject to pre/post-inspections, may not provide the pre/post-installation inspections as part of the requested Ancillary Services.

## II. Cape Light Compact

The Cape Light Compact, as administered through Barnstable County, is an inter-governmental regional energy services organization made up of all 21 towns of Barnstable and Dukes counties. The purpose of the Compact is to represent and protect consumer interests in a restructured electric utility industry. As authorized by each town, the Compact administers the regional energy efficiency program and works with the combined buying power of the region's over 200,000 electric consumers to negotiate for lower cost electricity, including a green power offering, and other public benefits. For more information on Cape Light Compact and its energy efficiency programs, please visit [www.capelightcompact.org](http://www.capelightcompact.org).

## III. Small Commercial and Industrial Direct Install Program

Small Business represents the backbone of the Cape Cod and Martha's Vineyard economy. The DI Program Vendor will be expected to:

- Market the Program to eligible customers in the Cape Light Compact's service territory (Barnstable and Dukes Counties);
- Identify and track comprehensive energy efficiency measures, including existing equipment inventory, audit, customer cost proposals, and program tracking for all cost-effective, prescriptive and custom measures;
- Present all recommendations to the customer including those energy efficiency offerings available through the Cape Light Compact that may be outside of the scope of the DI Program;
- Install all cost effective DI energy efficiency measures at the customers' facilities including inventory management and disposal of removed equipment;
- Perform various administrative functions for the management of the Program, including monthly tracking and reporting to the Compact of all program activity, as directed;
- Manage customer co-payment collections and financing (where necessary).

In general, Cape Light Compact anticipates it shall have a limited role in program implementation, preferring that the Vendor(s) provide virtually turn-key program delivery. However, due to the grass roots nature of the Compact, it may identify and advocate unique and special requests for the Vendor(s) to serve.

A detailed description of the DI Program Objective, Design, Target Market, Marketing Approach, Target End Uses, Recommended Technologies, Financial Incentives, Delivery Mechanism, Three-Year Deployment to deliver deeper energy savings are more fully described in the Massachusetts Department of Public Utilities ("MA DPU") approved Electric PA Three-Year Plan<sup>2</sup>.

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<sup>2</sup> Please refer to 2010-2012 Massachusetts Joint Statewide Three-Year Electric Energy Efficiency Plan available at <http://www.capelightcompact.org/library/2010/08/10.30.09-Massachusetts-Joint-Statewide-Three-Year-Electric-Energy-Efficiency-Plan.pdf>. The C&I Direct Install Program description begins on page 255.

In addition, unique to the Cape Light Compact, the MA DPU approved the All-Fuels Comprehensive Retrofit Program that expands on the statewide DI Program services to include cost-effective thermal measures designed to save oil, propane and other unregulated fuels unique to the Compact service area. These cost-effective measures mirror those technologies identified and available as natural gas energy efficiency measures including, but not limited to: programmable thermostats, pre-rinse spray valves, pipe insulation, building insulation, air sealing, EMS, hood controls and other custom measures as deemed appropriate.<sup>3</sup>

#### **IV. Ancillary Energy Assessment Project Support Services**

The qualified vendor(s) providing Ancillary Services will be expected to:

- Work with architects, engineers, customers and customer's representatives to provide C&I Program assistance and compliance with the Compact C&I application forms including the New Buildings Institute Advanced Buildings Core Performance Track as well as other Compact C&I application forms and processes. As directed, conduct pre and post installation inspections for specific projects.

#### **V. Cape Light Compact Responsibilities**

Cape Light Compact responsibilities will include, but are not limited to:

- Customer intake through in-house call center
- Providing customer information including names, addresses, account numbers, telephone numbers, and referrals from other programs;
- Ongoing Program development and refinement, in conjunction with Joint Massachusetts Program Administrators and vendors;
- Monitoring and oversight of performance, including:
  - Reviewing and approving any change orders or modifications to program implementation procedures (DI Program only)
  - Reviewing and approving all forms, program materials, procedures, protocols and software proposed for use in implementing the Program
  - Reviewing all management reports
  - Reviewing the quality and conduct of work performed, including conducting random site inspections that may be by a third-party quality control vendor
  - Monitoring and tracking the resolution of customer complaints or inquiries
  - Verifying, approving and processing invoices
- Providing a principal Cape Light Compact point of contact

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<sup>3</sup> Please refer to Petition of Cape Light Compact (D.P.U. 09-119) available at <http://www.capelightcompact.org/library/2010/08/10.30.09-Cape-Light-Compact-Three-Year-Energy-Efficiency-Plan-Files-with-MA-DPU.pdf>

## VI. Scope of Work

The Vendor(s) selected through this RFP process will provide the materials, labor and technical assistance to serve CLC customers consistent with plan savings goals, budgetary limits and program requirements.

### (i) Direct Install Scope of Work

- Program Management: Administrative staff for marketing, identifying customer leads, contacting customers, customer relationship management, and managing spending and savings budgets;
- Contractor Portal: Use of Cape Light Compact's system including all data entry of audits and project information, uploading signed contracts and other project documentation, and invoicing;
- Energy Audit Services: Providing fully trained, experienced energy auditors responsible for meeting with customers, explaining the DI Program, conducting and documenting energy audits that provide customers with cost-effective, energy efficiency solutions. These solutions will address both lighting and non-lighting electrical end uses, as well as some gas measures in conjunction with the National Grid Gas Energy Efficiency program and thermal measures for the Enhanced All-Fuels Comprehensive C&I program which provides incentives to oil and propane customers. It is expected that the chosen vendor will use the Mass Save® Direct Install Audit Checklist (please see Exhibit F) to insure a comprehensive all-fuels assessment of opportunities is provided;
- Project Management: Providing licensed electricians and other required trade professionals for installing projects, ordering/purchasing materials<sup>4</sup>, and warehousing as needed. Arranging and managing non-lighting efficiency projects as well;
- Recycling: Packaging and recycling materials that may include bulbs, ballasts and retired equipment. Recycling documentation must be provided to Cape Light Compact as part of Invoice Backup;
- Customer Service/Problem Resolution: Serving as the customer's point of contact in resolving customer issues, oftentimes in conjunction with the Program Lighting Equipment and Recycling Vendors and Cape Light Compact Program Staff. This includes resolving issues identified during post inspections;
- Promoting comprehensive, all fuels, and the broad array of Cape Light Compact's Energy Efficiency Programs.

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<sup>4</sup> Please note DI Projects are not eligible to participate in the Mass Save Upstream Lighting Initiative. For further information on the Mass Save Upstream Lighting Initiative please refer to <http://www.masssave.com/professionals/incentives/upstream%20lighting>

## (ii) Ancillary Services Scope of Work

The following describe the set of services, subject to revision from time to time by the Compact as program changes occur, which are sought as part of the Ancillary Energy Assessment Project Support Services:

- Provide support calculations and analysis for custom or specialized energy related projects;
- Perform computerized energy simulations and benchmarking (DOE-2, eQUEST, ENERGY STAR® Portfolio Manager, and similar programs)<sup>5</sup>
- Provide peer review of energy simulations and analyses submitted on behalf of the customer;
- Perform energy usage trend analysis (based on monthly usage and demand)
- Provide ASHRAE Level I, II, or III audits and engineering studies as requested and required by the customer or program
- Install and monitor metering of existing or proposed equipment
- Serve as a resource for energy-related training on all levels;
- Review schematic, design document, or construction specifications for all proposed equipment that may qualify for incentives, including electric, gas and other fueled equipment. This review determines whether the equipment will qualify, and if it does not, will provide recommendations on upgrades that will earn an incentive or a rebate through the Compact's programs
- Author Minimum Requirements Documents to ensure savings
- As requested by and coordinated with the Compact, attend customer site meetings on the Cape and Vineyard and off-Cape meetings with the customer's engineering team. Typical points of contact are the project architect, the lighting design engineer and the mechanical engineer. The equipment qualification review process is typically completed through these discussions. These discussions also produce the data that is required to determine the energy savings calculations for the project
- Serve as a resource to the Compact for any technical issues on equipment performance, facilities operation, advances in commercial energy efficiency, experience with C&I projects, and other areas of technical relevance in the energy efficiency field.
- As requested, conduct pre-installation and post-installation inspections for specific sites for Quality Control of installed DI measures and projects applied for on Incentive applications (as noted previously, except that any vendor who may deliver the DI Program or install other C&I measures, that would be subject to pre/post-inspections, may not provide the pre/post-installation inspections as part of the requested Ancillary Services);
  - Upon assignment by an authorized employee of the Cape Light Compact, the vendor will travel to the site of the proposed or completed installation and verify the following:

### Pre Installation Inspections

- a) Verify the existing condition of equipment
- b) Verify fixture and measure counts of the proposed energy efficiency measures

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<sup>5</sup> A Professional Engineering Stamp is required for submittal of applications for ENERGY STAR awards

- c) Submit a pre-installation inspection report including relevant observations about the proposed installations
- d) Work with Cape Light Compact to screen proposed measures using the prescribed project screening tool (Ancillary Services only)
- e) Work with Cape Light Compact to issue a pre-approval letter to the customer for their energy efficiency project (Ancillary Services only)

#### Post Installation Inspections

- a) Verify that energy efficiency measures were installed as proposed
- b) Verify that energy efficiency measure counts are accurate
- c) Submit a post-installation inspection report that includes relevant observations

Inspection of work that is performed by authorized Cape Light Compact vendors will also include verification that the customer was asked about satisfaction with the work performed. The inspection report will include a statement regarding the customer's satisfaction for potential follow-up by CLC staff or vendor if required.

The purpose of these inspections will be for the sole purpose of protecting Cape Light Compact's financial interest in the energy efficiency measures proposed or installed but not to warrant the performance or safety of the installations.

## **VII. Proposal Requirements**

Proposals should include a conceptual overview that demonstrates an understanding of and meet the stated objectives and align with the scope as outlined above. Creative approaches utilizing the latest technology available to meet these objectives are encouraged, understanding that the respondent should explain how the approach will meet the objectives of the scope in different ways.

- Explain your proposed approach to these requested services;
- Describe the team that will be assigned to these services. Describe what each person's role will be and include a brief background summary for each key staff member assigned;
- Briefly describe your firm's organizational capacity to provide the support services requested;
- Provide a company profile including length of time in business and core competencies;
- Briefly describe the percentage of staff that would work on these services relative to your entire staff (using full time equivalents). For example, if you would use one FTE staff on this project and you have a staff of ten, the percentage would be 10%.
- List the three most recent proposals for similar services your firm has developed that best reflects your work and relevancy to these services. Briefly list the role your firm played in each proposal and any coordination your firm did with other supporting vendors on each;



- Schematic diagram showing organizational overview including identification of key staff and any supporting vendors or sub-contractors, if applicable, and;
- Please list and describe any deviations from the Specifications and Scope as outlined in this Request For Proposals.

### VIII. Project Budget

The proposed Small C&I Program budget and savings goals are currently estimated at \$4,013,777 and 2,744 MWh, respectively, subject to DPU approval.

DI Vendor proposals must complete in exact form the DI Pricing Matrices (please see Exhibit G, also Excel spreadsheets will be posted with RFP at <http://www.capelightcompact.org> under Resources, Request For Proposals) for measures, as applicable. Note: If not applicable please insert “N/A”. All Vendors proposed budgets should include a pricing schedule with all labor, overhead, travel, other direct costs, and costs associated with their proposal. Include all general and administrative costs in hourly labor rates and direct expenses. These terms apply to sub-contractor costs as well.

The Compact will be filing and awaiting action from the MA DPU for the revised 2012 program budget as part of the 2012 Mid-Term Modifications.

### IX. Schedule

RFP issued:	September 30, 2011
Pre-bid conference call:	October 24, 2011*
Written inquiries due:	October 24, 2011 by 4:00 p.m.
Inquiry responses posted:	October 31, 2011 (to Cape Light Compact website)
All proposals due:	November 3, 2011 by 4:00 p.m. Eastern time
Vendor selected:	November 10, 2011 (estimated)
Kick-off meeting:	December 1, 2011 (tentative)
Implementation:	January 1, 2012

\*Please indicate via e-mail to Margaret Downey ([mdowney@barnstablecounty.org](mailto:mdowney@barnstablecounty.org)) your interest in participating in the call by October 20, 2011.

### X. Additional Requirements for Vendor Bids

In addition to the budget requirements in Section VIII, the narrative should identify tasks and major milestones for commencing the requested work. The Compact anticipates that the same hourly rates would apply for out-of-scope work relating to the requested services which may be contracted for during the original purchase order period. If not, indicate a cap on any increases in labor costs for out-of-scope work and when they would take effect.

### XI. Rights to Modify This Specification

The Compact reserves the right to modify any aspect of this RFP.

## XII. Selection Criteria

The final selection of a vendor shall be based on the following sets of criteria:

### (i) Minimum Evaluation Criteria

- Responsiveness to the issues identified in the RFP
- Proposed approach to manage the work
- Team qualifications and experience, including certification by DCAM in Energy Management (DCAM Certification is required for work on Government projects in the Compact's Territory)<sup>6</sup>
- Submission of all required documentation and certifications detailed in Proposal Contents.
- Demonstrated capacity to provide a full range of services to address the issues facing the Cape Light Compact's energy efficiency programs.
- Demonstrated understanding of the Massachusetts Department of Public Utilities, MA Energy Efficiency Advisory Council, the Department of Energy Resources and ISO New England Forward Capacity Market standards and data reporting requirements.
- Demonstrated understanding of electric utility restructuring issues.
- A minimum of five (5) years related experience in the delivery of C&I energy efficiency programs
- Submitted proposal responds to the issues identified in the RFP.

### (ii) Comparative Evaluation Criteria

- Experience of Program Management and Field Staff in Delivery of C&I Programs in Massachusetts
  - a) Highly Advantageous: The bidder has demonstrated an exceptional background and greater than five years' experience within Massachusetts in C&I program management and delivery
  - b) Advantageous: The bidder has demonstrated an adequate background and greater than one year of experience with Massachusetts in C&I program management and delivery
- Experience and Knowledge in Implementation of C&I Energy Conservation installations and educational services
  - a) Highly Advantageous: The bidder has extensive knowledge and greater than one year experience in working with C&I Energy Conservation installations and educational services
  - b) Advantageous: The bidder has adequate knowledge and up to one year of experience in working with C&I Energy Conservation installations and educational services

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<sup>6</sup> See the following link for the Massachusetts Division of Capital Asset Management (DCAM) Contractor Certification process at <http://www.mass.gov/?pageID=afsubtopic&L=4&L0=Home&L1=Property+Management+%26+Construction&L2=Design+%26+Construction+of+Public+Buildings&L3=Contractor+Certification&sid=Eoaf>

- Experience of Project Team with Barnstable and Dukes County Issues
  - a) Highly Advantageous: The bidder has experience working with more than one town in Barnstable or Dukes County on energy policy, energy efficiency or other energy related issues.
  - b) Advantageous: The bidder has experience working with one town in 2011 Barnstable or Dukes County or other Massachusetts municipality on energy policy, energy efficiency or other energy related issues.

Contract negotiations will commence in order to complete a signed contract within 15 days of contract award. All contracts will incorporate the general terms and conditions included with the bid package and the written documents provided by the Bidder in its bid.

If a contract is not executed by the chosen Vendor by December 16, 2011 Barnstable County reserves the right to negotiate with an alternative Bidder in order to execute a contract by January 1, 2012. All exceptions to the contract must be noted in writing and included within the body of the proposal.

### **XIII. Proposal Confidentiality**

All proposals will become the property of the Compact. As a public entity it may become necessary to supply price information to regulatory agencies for review. The Compact will request that all such information be treated confidentially by the regulatory agencies and the Compact will furnish such information when required. If any proprietary information is contained in the Proposal, it should be clearly identified and will be treated as such provided that the Compact shall be liable for any action taken, or omitted to be taken, in good faith by it or them hereunder or be responsible for the consequences of any oversight or error in judgment thereof except for direct losses due to its or their willful misconduct or gross negligence.

### **XIV. Return of Proposal Materials**

Proposal materials will not be returned to Bidders. All costs incurred by Bidders in the preparation and submission of a proposal and/or oral presentation shall be the sole responsibility of Bidders.

### **XV. Oral Presentations**

Bidders whose Proposals are deemed as competitive may be required, upon request, to make an oral presentation. The location of the presentation will be stated on the invitation; presentations will be limited to two (2) hours. The first half hour will be allocated to a formal presentation by the Bidder. The balance of the presentation period will be devoted to questions by and discussion with the Compact's representatives.

The oral presentation will be arranged through the Compact. Bidders will receive at least 48 hours notice to prepare for the presentation. Attendance must include the Bidder's proposed Project Manager. The Compact may disqualify a Bidder on the basis of its refusal to honor its request for an oral presentation.

Results of the oral presentations will be used in part to arrive at ranking the finalist(s) and may result in adjustments to the final rankings assigned. In addition to, or as an alternative to additional technical data provided in a written or oral format, the Compact reserves the right to request a "best and final offer" from said Bidders in order to arrive at a final selection.

Based upon all information, the Compact will select a finalist with which contract negotiations will commence. An electronic copy of the bid must be submitted as part of each proposal. Electronic submission shall be sent to the individual listed below no later than the close of business by 4:00 p.m. ET on the date all proposals are due:

Margaret Downey     [mdowney@barnstablecounty.org](mailto:mdowney@barnstablecounty.org)

The selected Vendor will be required to sign a Non-Disclosure Confidentiality Agreement upon the start of the project. The confidentiality will specifically pertain to any use of the data provided by the Compact or their representatives. The Vendor will also need to meet all the Terms and Conditions of the Compact. Please refer to APPENDIX A and APPENDIX B.

**APPENDIX A:**  
**CONFIDENTIALITY AGREEMENT**  
between  
**THE CAPE LIGHT COMPACT**  
and

\_\_\_\_\_ [Company]

This CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into by and between the Cape Light Compact and \_\_\_\_\_, a \_\_\_\_\_ [insert jurisdiction and state of organization] (the “Company”), and is effective as of the date of execution by the Company as set forth below.

WHEREAS, pursuant to G. L. c. 40, § 4A, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and the counties of Barnstable and Dukes County (collectively, the “Members”) entered into an inter-governmental agreement to act together as the Cape Light Compact (the “Compact”);

WHEREAS, the Compact, through its agent, Barnstable County, issued a request for proposals [insert project description] (the “RFP”);

WHEREAS, the Compact, for itself and for its Members, desires to supply certain confidential information to the Company so that the Company may submit a proposal in response to the RFP;

WHEREAS, the Company may also disclose certain confidential information in its proposal; and

WHEREAS, the parties desire to maintain the confidentiality of such information to the greatest extent allowed by law.

NOW THEREFORE, the parties hereby agree and state as follows:

1. *Confidential Information.* The term “Confidential Information” means all trade secrets or confidential, competitively sensitive or other proprietary information provided [NOTE - This language mirrors the statutory language contained in the new “trade secrets” exemption to the public records definition] by either party in connection with the RFP and/or the execution or performance of the [INSERT ACTIVITY DESCRIPTION] that the parties may enter into (the “Energy Activity”), whether disclosed directly or indirectly, in writing or orally, and which, if in tangible form, is marked by the disclosing party with the words “Confidential” or “Proprietary” or marking of similar import, or if disclosed orally, is identified as confidential at the time of disclosure and in a written notice delivered to the nondisclosing party promptly following disclosure. Confidential Information does not include:

- (i) information already in the possession of the nondisclosing party at the time of disclosure by the disclosing party, as long as such information was not provided by the disclosing party;
- (ii) information that is now or later becomes publicly available, unless such information becomes publicly available as a result of any action or inaction on the part of the nondisclosing party;
- (iii) information received by the nondisclosing party from a third party, unless such third party was under a duty of confidentiality with respect to such information;
- (iv) information for which disclosure is required under the Massachusetts Public Records Act, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10; or
- (v) information that is not designated or identified by the disclosing party as “Confidential” or “Proprietary” at the time of its initial submission. Such information shall be presumptively subject to disclosure under the Public Records Act.

2. *Use of Confidential Information.* The parties shall use the Confidential Information exclusively in connection with the Energy Activity. Each party shall receive all Confidential Information in strict confidence and shall protect the Confidential Information against disclosure using the same degree of care, but no less than a reasonable degree of care, that each party uses to protect its own confidential information.

3. *Disclosure to Third Parties.* The nondisclosing party agrees that it will not disclose any Confidential Information to any third party without the prior written consent of the disclosing party. After having obtained the written consent of the disclosing party, the nondisclosing party agree(s) that it will: (i) advise the third party of the terms of this Agreement; (ii) advise such party that it will be bound by the terms of this Agreement; and (iii) have such party execute a Non-Disclosure Certificate in the form attached to this Agreement as Exhibit A. The nondisclosing party may disclose Confidential Information only to consultants and contractors and other agents of the nondisclosing party who execute Non-Disclosure Certificates.

4. *Ownership of Confidential Information; No Implied License or Warranty.* Each party acknowledges that it has no ownership or proprietary rights in the disclosing party’s Confidential Information, and that the Confidential Information is the sole property of the disclosing party. Nothing in this Agreement will be construed as granting as rights to the receiving party by license or otherwise, to any of the disclosing party’s Confidential Information, except as specifically stated in this Agreement. Neither party makes any warranty or guaranty as to the accuracy of Confidential Information disclosed hereunder, nor is any assurance provided that Confidential Information is fit for any particular intended use or purpose. Each party shall rely on Confidential Information only at its own risk.

5. *Notes, Copies and Abstracts.* To the extent necessary to carry out the Energy Activity, the receiving party may make notes, copies or abstracts of the Confidential Information, provided that all such notes, copies and abstracts themselves are marked as confidential and

provided that the receiving party maintains a written record of the distribution of all such copies and abstracts.

6. *Return of Confidential Information.* Within fourteen days of receiving notice that it is not the winning bidder, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If the Company is the winning bidder, within fourteen (14) days after the Company has ceased to provide services to the Compact, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If requested in writing, the Compact will return any Confidential Information received from any bidder (including the winning bidder), upon expiration of the relevant document retention period under Massachusetts Law. **[NOTE- The current municipal retention obligation for Contracts and Bids for Contracts is SEVEN years after fulfillment of the Contract. This provision cannot be mutual due to the requirements of the Public Records Law. The Compact may have to compel return of Confidential Information by the Company because the Compact may be providing CI that it has received from another party (such as NStar).]** Each party agrees that upon the return of the Confidential Information, it shall continue to be bound by the terms of this Agreement.

7. *Scope of Agreement.* This Agreement is binding upon the employees, officers, directors, agents, representatives, attorneys, contractors and consultants and affiliates of each party. The Company understands and agrees that certain Confidential Information disclosed by the Compact may be owned by its Members and that the Compact is disclosing such information in its role as agent for the Members. The Company understands and agrees that such information shall be entitled to be treated as Confidential Information under this Agreement.

8. *Consent of the Disclosing Party.* As to any instance under this Agreement whereby the nondisclosing party is required to obtain the consent of the disclosing party prior to taking certain actions, the disclosing party reserves the right to withhold consent for any reason.

9. *Term.* This Agreement shall become effective when executed by both parties and shall continue in effect until either: (i) in the event that the Company is the successful bidder, two (2) years after the Company has ceased to provide services to the Compact, or until sooner terminated by the written agreement of both parties hereto, or (ii) the event that the Company is not the successful bidder, two years after termination of the solicitation process. The obligations of confidentiality contained herein shall survive and continue following the expiration or termination of this Agreement, unless otherwise agreed to in writing by both parties hereto.

10. *Required Disclosures.* Anything in this Agreement to the contrary notwithstanding, the nondisclosing party may disclose Confidential Information to the extent that it is required to do so by law, a court, or other governmental or regulatory authorities; provided, however, that the nondisclosing party shall give the disclosing party written notice of such a required disclosure prior to making such disclosure so that the disclosing party may seek a protective

order or other relief with respect to such Confidential Information, and shall limit the disclosure to the minimum required to comply with the law, court order, or governmental or regulatory authority. Supplier acknowledges that the Compact and its Members are subject to public records laws, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10.

11. *Representations and Warranties.* The Compact hereby represents and warrants to the Company as follows: (i) the Compact shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Compact enforceable in accordance with its terms; and (iii) the Compact has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The Company hereby represents and warrants to the Compact as follows: (i) the Company shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms; and (iii) the Company has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The representations and warranties contained in this Agreement shall survive execution and delivery of this Agreement.

12. *Governing Law; Enforcement.* The validity, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. The parties agree that venue for judicial enforcement of this Agreement shall be Barnstable County Superior Court. The parties acknowledge and agree that the extent of damage to the disclosing party in the event of a breach by the nondisclosing party of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there may be no adequate remedy at law available to the disclosing party. The parties therefore agree that, in the event of such breach, the disclosing party, in addition to receiving damages for breach, shall be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief.

13. *Notices.* Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service, with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid and addressed as follows:

FOR THE COMPACT:

Margaret T. Downey, Administrator  
Cape Light Compact  
P.O. Box 427  
3195 Main Street  
Barnstable, MA 02630  
(508) 375-6636 (phone)  
(508) 362-4136 (facsimile)  
mdowney@barnstablecounty.org (email)



FOR THE COMPANY:

**[insert contact information]**

With a copy to:

**[insert contact information]**

Any party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the party of the obligation to provide notice as specified above.

14. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by any party to insist upon strict compliance with any term of this Agreement shall be deemed a waiver of such term. No waiver or relinquishment of any right under this Agreement at any one or more times shall be deemed as a waiver or relinquishment of such power or right at any other time.

15. *Assignment; Successors and Assigns.* No party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both parties hereto.

17. *Further Agreements.* Nothing contained in this Agreement shall be deemed, by implication or otherwise, to convey to the nondisclosing party any rights in any Confidential Information, nor shall this Agreement be deemed a commitment of any kind by the Compact or the Company to enter into any further agreements with respect to any Confidential Information.

18. *Severability.* If any of the provisions of this Agreement shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect the validity or enforceability of any other provision of this Agreement to the maximum extent permissible by law.

19. *No Joint Venture.* Nothing in this Agreement is intended or shall be deemed to make the Compact a partner or joint venturer of the Company.

20. *Counterpart Execution; Scanned Copy.* This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FOR THE COMPACT:

FOR THE COMPANY:

\_\_\_\_\_  
Name: Margaret T. Downey  
Title: Administrator/Chief Procurement Officer  
As authorized by the Barnstable County Commissioners  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

EXHIBIT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and the [Company] dated \_\_\_\_\_, 2010 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a \_\_\_\_\_ of [the Company] ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Date: \_\_\_\_\_

APPENDIX B:  
CONTRACT  
**between**  
**BARNSTABLE COUNTY**  
**and**  
**[insert name of vendor]**

This Contract is made effective as of [\_\_\_\_\_], and is by and between Barnstable County, Massachusetts (“THE COUNTY”) and [\_\_\_\_\_] (“THE VENDOR”). THE VENDOR and THE COUNTY may be referred to herein collectively as the “Parties,” or either singularly as a “Party.”

WHEREAS, pursuant to G. L. c. 40, § 4A, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and the counties of Barnstable and Dukes County (the “Member Municipalities”), entered into an inter-governmental agreement, as amended from time to time, to act together as the Cape Light Compact (the “Compact”);

WHEREAS, the purposes of the Compact include protecting and advancing the interests of residential, commercial and industrial customers in a competitive electric supply market, and promoting energy efficiency and the reduction of energy bills;

WHEREAS, the Compact is operating an Energy Efficiency Plan approved by the Massachusetts Department of Public Utilities on January 29, 2010, DPU 09-119, for plan years 2010 through 2012;

WHEREAS, THE COUNTY provides fiscal and administrative services to the Compact, pursuant to an Administrative Services Agreement dated April, 2000, as amended from time to time;

WHEREAS, THE COUNTY seeks to enter into a contract with THE VENDOR for [\_\_\_\_\_] services in connection with the energy efficiency programs that the Compact will operate under the Energy Efficiency Plan;

WHEREAS, THE VENDOR is experienced in the [\_\_\_\_\_] field(s) and can provide the Compact with the services required pursuant to this Contract;

WHEREAS, THE VENDOR was selected by **[describe competitive bidding, or other, process used to hire vendor]**; and

WHEREAS, the Compact and the Member Municipalities are intended third-party beneficiaries of this Contract.

NOW, THEREFORE, THE COUNTY and THE VENDOR do mutually agree as follows:

## 1. SCOPE OF WORK

### (a) Description of Work

**THE VENDOR shall furnish all labor, equipment, permits, supervision and materials to perform the work described in the Scope of Work attached as Exhibit A hereto (the “Work”).**

### (b) Contract Documents

The following documents (the “Contract Documents”) shall comprise this Contract:

- (i) this Contract between Barnstable County and **[insert name of Vendor]** dated [\_\_\_\_\_]
- (ii) any and all exhibits hereto, including any plans and specifications related to the Work; and
- (iii) any and all Contract change orders.

The Contract Documents are listed in order of precedence. THE VENDOR is solely responsible for any errors or omissions caused by any failure to inspect, familiarize and understand the complete set of Contract Documents. The Work shall be performed in strict compliance with the Contract Documents and any written amendments thereto and other drawings and detail requirements that may be furnished or accepted by THE COUNTY under Section 15 or Section 16 below. No substitutions shall be made with the Work unless permitted in the Contract Documents and only then upon THE VENDOR first receiving all approvals required under the Contract Documents for substitutions.

## 2. Authorized Representatives and Notice

THE COUNTY hereby names **[insert name and title]**, as its authorized representative and day-to-day point of contact for THE VENDOR for all issues arising under this Contract. THE VENDOR shall submit all Contract related correspondence to THE COUNTY at the following address:

Margaret T. Downey  
 Assistant County Administrator  
 P.O. Box 427  
 Barnstable, MA 02630  
[mdowney@barnstablecounty.org](mailto:mdowney@barnstablecounty.org) (email)

**All VENDOR communications with THE COUNTY, an owner or tenant of properties at which THE VENDOR is performing or will perform Work, or their**

**representative, (collectively referred to herein as the “Customer”), and/or separate contractors, subcontractors, or suppliers of THE COUNTY shall be made through:**

Margaret T. Downey  
 Assistant County Administrator  
 P.O. Box 427  
 Barnstable, MA 02630  
[mdowney@barnstablecounty.org](mailto:mdowney@barnstablecounty.org) (email)

THE VENDOR hereby names     **[insert name and title]**    , as its authorized representative and day-to-day point of contact for THE COUNTY for all issues arising under this Contract and the person responsible for ensuring (over the entire term of this Contract, unless otherwise requested in writing to THE COUNTY, the consent of which shall not be unreasonably withheld) that the Work is performed and completed in a manner satisfactory to THE COUNTY and in accordance with the terms of the Contract Documents (the “Project Manager”). THE COUNTY shall submit all Contract related correspondence to THE VENDOR at the following address:

**[insert contact information]**

**Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Contract to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. Either Party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the Party of the obligation to provide notice as specified above.**

### 3. Contract Term

The Contract term shall commence on **[insert date]** and shall continue until the earlier of **[insert date]** or termination pursuant to Sections 27 or 28 hereof. THE COUNTY may, in its sole discretion, extend the term of the Contract until the earlier of **[insert date]** or termination pursuant to Sections 27 or 28 hereof.

### 4. Contract Price and Rates

The Contract price and rates shall be as set forth and described in Exhibit B hereto.

**5. Payment Procedures**

**(a) Retainage**

Intentionally omitted.

**(b) Effect of Payment**

THE COUNTY shall not be deemed to have accepted any improper Work, materials or performance by virtue of any payment made to THE VENDOR. Payments (if any) shall be deemed advances and are subject to adjustment for errors, overpayments, or THE COUNTY's good faith determination that the remaining balance of payments may be insufficient to ensure completion of Work or to pay lien claims.

**(c) Invoicing and Payment**

THE VENDOR shall submit monthly invoices to THE COUNTY by the 10<sup>th</sup> day of each month, unless otherwise authorized in writing by THE COUNTY. THE COUNTY will remit payment within forty-five (45) calendar days of THE COUNTY's receipt of each monthly invoice. Payment may be contingent upon final inspection and acceptance of the Work. Upon request, THE VENDOR shall provide to THE COUNTY all backup documentation required to establish the value of the Work in place as represented by THE VENDOR's monthly invoices.

All payments, including final payment, are contingent upon:

- (i) all Contract Documents being fully executed;
- (ii) provision by THE VENDOR of a Release, Certification, and Lien Waiver in the form attached as Exhibit C hereto (THE VENDOR shall be required to provide a Release, Certification, and Lien Waiver only prior to final payment);
- (iii) proof by THE VENDOR that it is in current compliance with all of its insurance obligations under this Contract;
- (iv) proof by THE VENDOR that it is not in default of any provision of this Contract; and further, when required by THE COUNTY, all payments, including final payment, shall be contingent upon THE VENDOR providing THE COUNTY with:
  - (a) copies of all necessary permits and/or licenses;
  - (b) performance and payment bonds;
  - (c) a written statement indicating whether THE VENDOR is a certified minority and/or women business enterprise;
  - (d) evidence of compliance with defined industry safety requirements; and/or

- (e) where applicable, State Prevailing Wage Forms or U.S. Department of Labor Form WH-347 Payroll Form, WH 348 Statement of Compliance Form, or similar, in accordance with all Prevailing Wage Laws and Requirements.

#### **6. Prevailing Wage**

To the extent that it applies to the Work (e.g., in the implementation of energy efficiency services that result in physical alterations to public buildings), THE VENDOR shall comply with the requirements of G.L. c. 149, §§ 26-27H, as well as any and all other applicable local, state and federal wage laws. When Work is performed under prevailing wage rates, THE VENDOR is required to submit Statements of Compliance and certified payrolls using appropriate state forms or, if a federal project, U.S. Department of Labor Form WH-347 and WH-348 (or similar), for each payroll period. If these forms are not submitted with each invoice, payment will not be made. THE VENDOR shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by it in connection with such prevailing wage Work, and such records shall be preserved at least two (2) years from the date of payment.

#### **7. Withholding**

THE COUNTY reserves the right to withhold payment(s), partial or complete, for any default by THE VENDOR in the performance of any of its obligations under any of the Contract Documents, and/or in the event that an entity or individual makes a claim, prepares to make a claim, or threatens to make a claim upon said payment(s), including, but not limited to, claims for liquidated damages, attachments, the failure to pay compensation to any party when due, or other damages. Payments to THE VENDOR shall be withheld for failure of THE VENDOR to comply with all applicable tax laws, or the failure to remedy any lien against it or THE COUNTY. Upon lawful resolution of any such claim, THE COUNTY shall have the right to reconcile with all parties in accordance with the resolution, including the use of checks payable jointly to the order of THE VENDOR and its suppliers, lessors, laborers or unions. THE COUNTY is not responsible for paying any interest on any withheld payment(s).

#### **8. Partial Performance**

**THE VENDOR shall not be entitled to any payment for any partial performance except for progress payments made in accordance with the Contract Documents, or in the event that this Contract is terminated by THE COUNTY as set forth under Section 27 or Section 28 below. THE VENDOR understands that THE COUNTY is contracting for nothing less than full, complete and timely performance of the Work, and with the express agreement that THE COUNTY shall be obliged only upon final completion of the Work.**

#### **9. Correction of the Work**



THE VENDOR is required to correct in a timely fashion any Work rejected by THE COUNTY, or a Customer for failing to comply with the Contract Documents, whether observed prior to the commencement of the Warranty Period or during the Warranty Period established under Section 26 below. THE VENDOR shall correct at its own cost and time and bear the expense of additional services for any non-conforming Work.

**10. Nonperformance**

If THE VENDOR defaults in performance of its obligations under these Contract Documents, and fails to cure the default or produce a plan acceptable to THE COUNTY (in its reasonable discretion) to cure the default within 24 hours of notice from THE COUNTY, THE COUNTY may take over the Work or any separable part thereof, and complete the same or have the same completed at THE VENDOR's expense. In taking over, THE COUNTY shall have the right, for the purpose of completing Work, to take possession of all drawings and materials belonging to THE VENDOR and purchased or leased for the performance of THE VENDOR's Work. For such purpose, this Contract shall be construed as an assignment by THE VENDOR to THE COUNTY of said drawings and materials. THE VENDOR shall not be entitled to receive further payment until Work is completed. After such Work is completed, the direct and indirect costs of such completion (the "Cost of Completion") shall then be applied against the Contract Price. If the Cost of Completion is in excess of the balance due to THE VENDOR, the excess shall be a debt immediately due from THE VENDOR to THE COUNTY.

**11. Time for Commencing and Completing Work; Damages**

**THE VENDOR shall commence and complete the Work in accordance with the Project Schedule attached hereto as Exhibit D.**

**THE VENDOR hereby agrees that, should THE VENDOR fail to fully perform according to the Contract Documents, including the Project Schedule, then THE COUNTY shall recover from THE VENDOR any and all damages resulting from said breach, including, but not limited to, retaining THE VENDOR's payment(s) hereunder up to the full amount of said damages, plus interest and other charges as may be applicable and suffered by THE COUNTY. Should THE VENDOR fail to complete said Work, THE COUNTY also reserves the right to have any uncompleted Work performed by another vendor of THE COUNTY's choosing, with any and all additional project costs incurred by THE COUNTY to become the sole expense of THE VENDOR.**

**12. Independent Contractor**

In performing the work under the Contract Documents, THE VENDOR will at all times be acting as an independent contractor. As such, THE VENDOR will not be an employee of THE COUNTY and will not by reason of the Contract Documents or by Work performed be entitled to participate in or to receive any benefit or right under THE COUNTY's employee

benefit plans. All employees/personnel supplied by or used by THE VENDOR shall be deemed employees or subcontractors or agents of THE VENDOR. THE VENDOR assumes full responsibility for the actions of all such employees or subcontractors or agents while performing the Work under the Contract Documents and for the payment of their compensation. THE VENDOR agrees to pay all withholding, FICA, worker's compensation and other taxes, union contributions or other employment related taxes and/or dues required by law or third-party agreement, as and when the same become due and payable. THE VENDOR shall have no authority to bind or make commitments on behalf of THE COUNTY for any purpose and shall not hold itself out as having such authority.

### **13. Standards of Performance and Compliance with Laws**

THE VENDOR shall fulfill its obligations hereunder in accordance with generally accepted standards of professional care, skill and competence in the field(s) in which it is providing services to THE COUNTY. THE VENDOR warrants and represents that it is and shall remain properly licensed in the geographical area in which the Work is to be performed. THE VENDOR will, at its expense, apply for and maintain all permits and licenses required to perform the Work and will perform the Work in strict accordance with any and all relevant federal, state, or local codes, laws, regulations, orders, requirements, and guidelines. THE VENDOR shall schedule and obtain at its own expense any and all necessary tests and inspections. Costs associated with the reopening of any concealed area not inspected in a timely manner will be at THE VENDOR's expense. THE VENDOR shall coordinate and cooperate with any and all trades, customs or local agreements without exception, delay, or claim for additional compensation.

### **14. Performance of Work**

THE VENDOR shall strictly conform the Work to these Contract Documents, unless THE COUNTY executes a written authorization specifying the changes. Should there be any discrepancy between the plans or the specifications, or both, and any applicable laws, then the most stringent shall govern. THE COUNTY assumes no responsibility for failure of the Contract Documents to comply with laws, as THE VENDOR represents that THE VENDOR is familiar with the same. If any Contract Documents provide for a method of work contrary to any such laws and regulations, THE VENDOR shall notify THE COUNTY in writing prior to the commencement of the Work. THE VENDOR shall use only materials that are new and the best of their respective kind; labor and workmanship shall be of first class quality.

### **15. Changes and Extra Work**

THE COUNTY may at any time or from time to time during the progress of the Work, or until the expiration of the Warranty Period, as established in Section 26, below, require a deviation from, or an addition to the Contract Documents. No change will be effective unless in writing and approved by both Parties. No such change shall in any manner impair or void the Contract Documents. The value of any change required by THE COUNTY shall be added to or

deducted from the Contract Price as the case may be; the adjustment shall be determined by agreement of THE VENDOR and THE COUNTY. If the Parties cannot agree on the amount of such adjustment within ten (10) days from the date that the change is authorized or ordered by THE COUNTY, THE VENDOR shall make the change and the dispute will be settled by later agreement or dispute resolution in accordance with Section 30 (c) below. THE VENDOR shall make no claims for extra work unless the same shall be fully agreed upon in writing by THE COUNTY prior to performance of any extra work. If THE VENDOR performs extra work without first obtaining a written order from THE COUNTY, such action is to be construed as a waiver of any and all claims to extra payment.

#### **16. Punch Lists; Completion and Acceptance**

Intentionally omitted.

#### **17. Inspection; Prior Work**

THE VENDOR has examined all Contract Documents, the job site and/or the conditions to be encountered. THE VENDOR enters into this Contract relying solely on its own investigations and not on representations, if any, that may have been made by or on behalf of THE COUNTY or the Compact. Unless THE COUNTY is notified in writing to the contrary prior to THE VENDOR commencing performance of the Work, it shall be conclusively presumed that work by others that precedes THE VENDOR's performance has been done in a proper manner. Any expense accruing to THE VENDOR, THE COUNTY, or the Compact because of the failure of such work by others to be properly done shall be borne by THE VENDOR.

#### **18. Safety**

To the fullest extent allowed by law, THE VENDOR shall assume responsibility for the general and overall safety of the work site, including the safety of any employee, client, guest, or visitor of THE VENDOR, THE COUNTY, the Compact, or a Customer. Systems that have been disabled or otherwise affected in the course of performance of the Work will be left in a safe condition. Out of service systems will be tagged by THE VENDOR in a manner accepted by OSHA, state and local authorities, the insurance company, and THE COUNTY. THE VENDOR shall at all times exercise reasonable precautions for the safety of its employees and the general public and will be responsible for the performance and maintenance of any appropriate safety procedures pursuant to which it and its employees shall act. Further, THE VENDOR shall operate in complete compliance with OSHA regulations, as well as any and all applicable local, state or federal safety laws, regulations, or requirements.

**Imminent danger situations created by THE VENDOR must be corrected immediately. THE COUNTY reserves the right, but without obligation, to take corrective action and pass the costs associated with the same back to THE VENDOR. Additionally,**

**THE VENDOR shall, at the end of each work day or job site, leave the Work area in a clean and safe condition.**

THE VENDOR shall immediately notify THE COUNTY of any accident or damage to persons or property and, within forty eight (48) hours, file a written report of the accident with THE COUNTY. If THE VENDOR encounters any asbestos or other hazardous substances in the course of the Work, THE VENDOR shall immediately notify THE COUNTY and any agency required by state or federal law, and shall stop any Work that may disturb, damage or cause a release of asbestos or hazardous substances until THE VENDOR receives written instruction from THE COUNTY. If any hazardous substances are to be handled in the execution of the Work, THE VENDOR shall assume any and all liabilities associated with such handling and must AT ALL TIMES, provide proper storage and disposal of such hazardous substances. Hazardous substances will be handled and disposed of in compliance with governing federal, state, and local laws and/or codes as originally written or subsequently modified. UNDER NO CIRCUMSTANCES WILL THE COUNTY OR THE COMPACT BE LIABLE FOR ANY INJURY TO i) THE VENDOR, ii) ANY EMPLOYEE, CLIENT, GUEST, REPRESENTATIVE, CONTRACTOR, OR SUBCONTRACTOR OF THE VENDOR, iii) ANY CUSTOMER, ANY EMPLOYEE, CLIENT, GUEST, REPRESENTATIVE, CONTRACTOR, OR SUBCONTRACTOR OF ANY CUSTOMER, OR iv) ANY THIRD PERSON, THAT IS THE RESULT OF ANY SUCH PERSON'S EXPOSURE TO HAZARDOUS MATERIALS OR THAT IS OTHERWISE CAUSED BY A RELEASE OR THREAT OF RELEASE OF HAZARDOUS MATERIALS.

### **19. Vendor Employees**

THE COUNTY may require THE VENDOR to remove from the work site such employees of THE VENDOR or subcontractors of THE VENDOR as THE COUNTY, in its reasonable discretion, deems objectionable, or whose continued employment in connection with the Work is deemed by THE COUNTY, in its reasonable discretion, to be contrary to the best interests of THE COUNTY or the Compact.

### **20. Storage and Clean-up**

THE VENDOR shall maintain, to THE COUNTY's satisfaction, all work sites in a clean, neat and safe condition, and shall comply promptly with any instructions from THE COUNTY relating thereto. As the Work covered by the Contract Documents is completed, THE VENDOR shall remove from the work sites, to the satisfaction of THE COUNTY, all of THE VENDOR's rubbish, debris, materials, tools and equipment, and if THE VENDOR fails to do so promptly, THE COUNTY may remove the same to any place of storage, or any dumping ground, at THE VENDOR's risk and expense and without incurring any responsibility to THE VENDOR for loss, damage or theft. All storage and removal costs thus incurred by THE COUNTY shall be deducted from any payment or balance due to THE VENDOR, and any excess shall be the debt of THE VENDOR to THE COUNTY.

### **21. Damage and Loss**

Damage caused by the direct or indirect action of THE VENDOR to a Customer's property and/or facility must be immediately repaired to the satisfaction of THE COUNTY and the Customer, at THE VENDOR's sole expense. THE VENDOR acknowledges that THE COUNTY may provide to THE VENDOR certain materials and/or equipment. THE VENDOR shall install such in accordance with the Contract Documents, all prevailing laws, rules, regulations and codes, and the manufacturers' written recommendations.

THE VENDOR accepts full responsibility for any breakage, shrinkage, damage, or loss of any and all material and/or equipment that has been purchased and/or assigned by THE COUNTY to THE VENDOR. THE VENDOR will replace such lost items with identical items, or THE COUNTY will furnish such items to THE VENDOR, at THE VENDOR's sole expense.

Disruption of services of any kind by THE VENDOR or its agents shall require the immediate action of THE VENDOR to restore such services including, if appropriate, the hiring of subcontractors specializing in the installation and repair of the systems disrupted. No additional compensation shall be due THE VENDOR for such damage and repair. THE VENDOR shall also take reasonable precautions to protect the Work, including materials supplied by THE VENDOR and/or materials supplied by THE COUNTY, prior to final acceptance of the Work.

Written documentation of any and all damage or disruption, as well as the repair action taken, must be forwarded to THE COUNTY immediately. THE COUNTY reserves the right to inspect the damage and repairs. In the event that THE COUNTY executes repairs, THE COUNTY will pursue cost recovery from THE VENDOR and/or its insurance company.

### **22. Indemnification**

To the fullest extent allowed by law, THE VENDOR (and its officers, directors, employees, servants, agents, attorneys, designated volunteers, independent contractors, successors and assigns) shall indemnify, defend, and hold harmless THE COUNTY, the Compact, the individual Member Municipalities (and all of the respective officials, officers, directors, employees, servants, agents, attorneys, designated volunteers, independent contractors, successors and assigns of THE COUNTY, the Compact, and each individual Member Municipality), and all Customers from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, and/or judgments caused by, arising out of, or related to any act or failure to act of THE VENDOR (and/or its officers, directors, employees, servants, agents, attorneys, designated volunteers, independent contractors, successors and assigns) related to the Contract Documents, including, but not limited to, any failure on the part of THE VENDOR (and/or its officers, directors, employees, servants, agents, attorneys, designated volunteers, independent contractors, successors and assigns) to perform or

comply with any of the covenants, agreements, terms, or conditions contained in the Contract Documents on its part to be performed or complied with. This indemnification obligation is not limited in any way by the amount or type of damages or compensation payable by THE COUNTY.

### **23. Insurance**

The VENDOR shall, at its sole expense, procure and maintain on all of its actions hereunder, the following insurance:

- (a) Until completion of the Work:
  - i. Workers' Compensation and Employers' Liability Insurance covering *each and every worker employed in, about or upon the Work*, as provided for in each and every statute applicable to Workers' Compensation and Employers' Liability Insurance.
  - ii. Commercial General Liability Insurance, written on an occurrence form including coverages for Bodily Injury, Broad Form Property Damage, Personal Injury, Products/Completed Operations, Liability arising out of Subcontractors, Contractual Liability (to specifically include coverage for the indemnification clause of this Contract), and so-called Explosion, Collapse and Underground Hazards, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate; \$1,000,000 aggregate for products and completed operations.
  - iii. Automobile Liability Insurance covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work with a minimum combined single limit of \$1,000,000 bodily injury and property damage, including Form MCS-90 and Broadened Pollution Coverage via ISO form CA9948 or its equivalent.
  - iv. Umbrella Liability Insurance covering over underlying General Liability, Auto Liability and Employers' Liability Insurance with a minimum limit of \$5,000,000.
  - v. Professional Liability Insurance covering THE VENDOR's errors and omissions relating to the Work if the Work involves rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. Such insurance shall be provided at a limit of at least \$1,000,000.
- (b) After the Work is completed:

- i. Products and Completed Operations for limits of \$1,000,000/ occurrence; \$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for two years.
- ii. Professional Liability Insurance with a limit of at least \$1,000,000 for one year.

THE COUNTY reserves the right to refuse any exception to the standard limits and coverages if it is determined that the exception is not in the best interest of THE COUNTY or the Compact. THE VENDOR's insurance companies are to be licensed as "admitted" carriers in Massachusetts with minimum acceptable A.M. Best ratings of "A" and size Class VIII, or as otherwise acceptable to THE COUNTY, in its discretion. THE COUNTY reserves the right of final approval of THE VENDOR's insurance company.

THE VENDOR agrees to waive any rights of subrogation against THE COUNTY, the Compact, the Customer, and their respective employees, subcontractors, engineers, consultants and agents.

THE COUNTY and the Compact must be named as additional insureds on the Commercial General Liability Insurance. In addition, if required by a Customer, THE VENDOR shall name the Customer as an additional insured on such policy.

THE VENDOR shall not enter upon any work site or begin Work without first submitting to THE COUNTY insurance certificate(s) that indicate the coverages required by the Contract Documents. The insurance certificate(s) shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to THE COUNTY. If the policy expires prior to completion of the Work, the VENDOR must submit replacement insurance certificate(s) prior to the policy expiration date. Failure to submit new certificates shall result in withholding payments and/or may lead to the termination of this Contract. THE VENDOR shall be solely responsible for tracking and reporting to THE COUNTY the expiration of the policies shown on the insurance certificate(s) provided.

THE COUNTY reserves the right to waive and/or modify the insurance provisions of this Section 23, if THE VENDOR provides alternate forms of adequate security for its obligations under the Contract.

#### **24. Bonds**

Upon request by THE COUNTY, THE VENDOR shall provide performance and payment bonds from a surety company in amounts, form and substance acceptable to THE COUNTY, naming THE COUNTY as a direct beneficiary of the surety's obligations under such bonds. Such bonds shall fully protect THE COUNTY and the Compact against any and all breaches by THE VENDOR, including, but not limited to, payments of salaries, withholdings, union welfare funds and any other union or employee benefits. Performance and payment bonds shall cover

THE VENDOR’s Work and the Warranty Period described in Section 26 below. Failure to provide the requested bonds, prior to the commencement of the Work or cancellation of requested bonds during the course of the Work or the Warranty Period, shall entitle THE COUNTY to terminate this Contract without recourse by THE VENDOR except as allowed under Section 27 or 28 below.

Performance Bond	[    ] required	[    ] not required
Payment Bond	[    ] required	[    ] not required

**Premium(s) for requested bond(s) may be added to the Contract Price through a Change Order Form without additional markup by THE VENDOR (except as specifically approved, in writing, by THE COUNTY in advance of the Work). THE VENDOR must present to THE COUNTY a copy of the invoice for the bonds signed by the agent with power of attorney for the bonding company.**

**THE COUNTY reserves the right to refuse any exception to the bond requirements if it determines that the exception is not in the best interest of THE COUNTY or the Compact. THE VENDOR's surety companies are to be licensed as “admitted” carriers in Massachusetts with minimum acceptable A.M. Best ratings of “A” and size Class VIII, or as otherwise acceptable to THE COUNTY, in its discretion. THE COUNTY reserves the right of final approval of THE VENDOR’s surety company.**

**25. Taxes and Contributions**

THE VENDOR is solely responsible to pay when due all sales, use, and transportation taxes, and all contributions and taxes for unemployment insurance or pension or health funds or similar taxes imposed by any government entity or any labor organization, measured by the wages, salaries or other remuneration paid persons employed by THE VENDOR and engaged in the performance of Work. In the event that THE VENDOR fails to pay such taxes or contributions when due, or in the event that THE COUNTY or the Compact is claimed to be liable to pay such taxes or contributions, THE COUNTY shall have the right, but not the obligation, to pay such taxes or contributions, and THE VENDOR agrees to reimburse THE COUNTY upon demand for the amount thereof (including penalties and interest). THE COUNTY shall have the right to deduct any amounts so paid from sums due THE VENDOR, and any excess shall be the debt of THE VENDOR to THE COUNTY.

**26. Warranty**

THE VENDOR hereby warrants that all labor performed and any VENDOR supplied materials furnished hereunder shall conform to the requirements of the Contract Documents and be free from defects for a period of one (1) year from and after THE COUNTY’s final acceptance of all Work performed hereunder (the “Warranty Period”). Without limiting any other remedy available to THE COUNTY, if any such non-conformance or defect appears during



the Warranty Period, THE VENDOR shall make any and all repairs or replacements necessary to remedy the same at its sole expense and within a reasonable time after notification by THE COUNTY. The warranty shall also apply to all Work performed pursuant to the foregoing warranty with the Warranty Period for the repair or replacement work commencing on THE COUNTY's final acceptance of the repair or replacement work. The said warranty shall, at a minimum, obligate THE VENDOR to respond to all warranty calls placed by telephone within forty eight (48) hours. Failure to honor the warranty shall entitle THE COUNTY to withhold funds due THE VENDOR, enforce any applicable bond, proceed to obtain a judgment against THE VENDOR based on all applicable laws, or pursue any other available remedy. THE VENDOR shall maintain insurance as listed above during the Warranty Period.

THE COUNTY shall have the right to charge THE VENDOR Fifty-Five Dollars (\$55) for inspection of warranty or repair work. This charge will become the sole expense of THE VENDOR, which THE COUNTY shall either deduct from current invoices due or invoice directly to THE VENDOR.

**27. Termination or Suspension at the Discretion of the County**

THE COUNTY may, in its sole discretion, terminate or suspend this Contract upon seven (7) days notice without cause, or immediately for cause. Termination or suspension for cause may include, but not be limited to, THE VENDOR's failure to remedy an imminent danger situation, failure to remedy any lien or lawful claim against it or related to the Work that affects or may affect THE COUNTY, the Compact, a Member Municipality, or a Customer, or for any other material breach of this Contract.

The sole obligation of THE COUNTY upon termination or suspension will be to pay to THE VENDOR the actual cost of the Work in place at the time of termination or suspension as determined by unit price, agreement or audit, less any amount withheld in accordance with the provisions of this Contract. Under no circumstances shall THE VENDOR be entitled to compensation for lost profits, anticipated profits, interest, consequential damages, or the like. THE VENDOR's rights under this Section shall constitute its sole and exclusive remedy under this Contract.

**Termination or suspension for cause shall entitle THE COUNTY to assess against THE VENDOR's account all damages, including, but not limited to, costs required to complete the outstanding Work, incurred or to be incurred by THE COUNTY, the Compact, a Member Municipality, or a Customer, and all warranties and guarantees of THE VENDOR as agreed herein to the satisfaction of THE COUNTY.**

**28. Termination or Suspension Due to Changes in Funding**

This Contract is subject to the receipt of funds from various sources to support the Energy Efficiency Plan. If for any reason such funding is terminated, suspended, or restricted,

this Contract will become null and void, effective immediately. THE COUNTY shall provide written notice of such termination or suspension to THE VENDOR. In the event of such termination or suspension, THE VENDOR shall be paid for all authorized, satisfactory (in the reasonable discretion of THE COUNTY) Work performed up to and including the date of termination or suspension. Subsequent to termination, neither Party will have any rights or duties towards the other except for any obligations hereunder that by their terms expressly survive such termination.

## **29. *Force Majeure***

“*Force Majeure*” shall mean acts of God; hurricanes; tornadoes; fires; epidemic; landslides; earthquakes; floods; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity; insurrections; prolonged inability of suppliers to provide essential materials; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; or any cause or event, not reasonably within the control of the Party claiming *Force Majeure*; provided, however, that *Force Majeure* shall not include the financial inability of the Vendor, whether or not caused by any of the foregoing factors.

In any case where either Party is required hereby to do any act, delays caused by *Force Majeure* shall not be counted in determining the time during which such act shall be completed, whether such time be designed by a fixed date, a fixed time, or “a reasonable time,” and such time shall be deemed to be extended by the period of the delay; provided that (i) the non-performing Party, within five (5) business days after the occurrence of the *Force Majeure*, gives the other Party written notice describing the particulars of occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure*; (iii) no obligations of either Party that arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) the non-performing Party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, neither Party shall be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. In no event, however, shall any extension of time under this Section 29 exceed sixty (60) days.

## **30. *Miscellaneous***

### **(a) *Assignment and Subcontracting***

No Work to be performed by THE VENDOR pursuant to this Contract shall be assigned or subcontracted, in whole or in part, to any other organization, association, individual, corporation, partnership, or other entity without the prior written consent of THE COUNTY in its sole discretion. No assignment or subcontract shall relieve or discharge THE VENDOR from

any obligation or liability under this Contract. THE VENDOR shall ensure that its assignees and subcontractors are bound to all of the terms and conditions contained in this Contract.

**(b) Records; Audit**

THE VENDOR shall maintain books, records, and other compilations of data pertaining to the requirements of this Contract to the extent and in such detail as shall properly substantiate claims for payment under this Contract. THE VENDOR agrees that THE COUNTY may audit THE VENDOR's books, records, and other compilations of data associated with the performance of this Contract to ascertain that the payments requested by THE VENDOR represent the value of the Work. THE VENDOR agrees to maintain separate expense records for each specified project within and to segregate the costs of the base Work and any authorized change orders. All records shall be kept for a period of six (6) years commencing on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the retention period, all records shall be retained until the completion of the action and resolution of all issues resulting therefrom, or until the end of the retention period, whichever is later.

**(c) Dispute Resolution**

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Contract. Unless otherwise expressly provided for in this Contract, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Contract between the Parties.

Any dispute that arises under or with respect to this Contract shall in the first instance be the subject of informal negotiations between the Assistant County Administrator of THE COUNTY, and the [insert title] of THE VENDOR, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other a written notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The

Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by each Party.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, either Party may seek judicial enforcement. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Contract. In any judicial proceeding, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees and travel expenses, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the Party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action. Venue for any judicial proceeding involving a dispute arising from this Contract shall be Barnstable County Superior Court, Massachusetts. This Section shall not be construed to limit any rights a Party may have to intervene or join in any action, whether litigation or alternative dispute resolution, wherever pending, relating to the Work in any way in which the other is a Party.

THE VENDOR shall diligently carry on the Work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed to by THE COUNTY in writing. No dispute under this Contract shall give THE VENDOR the right to stop Work pending dispute resolution.

(d) Confidentiality

Through the performance of the specified Work, THE VENDOR may be furnished with certain confidential or proprietary information. The disclosure and use of such information shall be governed by the Non-Disclosure Agreement entered into by THE COUNTY and THE VENDOR dated [insert date] and the Non-Disclosure Agreement entered into by the Compact and the Commonwealth Electric Company d/b/a NSTAR Electric dated May 10, 2001.

(e) Solicitation

THE VENDOR shall not solicit work from a Customer for two (2) years from expiration of the Warranty Period, unless THE VENDOR can provide proof that it has a pre-existing relationship with said Customer. For purposes of this subsection, "pre-existing relationship" means a relationship pursuant to which THE VENDOR performed services for the Customer prior to performing services for that Customer under an energy efficiency services program run by the Compact, the Commonwealth Electric Company d/b/a NSTAR Electric, or any other utility. THE VENDOR may do additional work directly with a Customer if said Customer has solicited THE VENDOR.

(f) Modification and Waiver

This Contract shall be binding upon THE VENDOR and the COUNTY and their respective attorneys, representatives, agents, officers, successors and assigns, and may not be modified, amended, discharged or supplemented except by an instrument in writing signed by a duly authorized representative of each Party. Failure of THE COUNTY to enforce any provision contained herein does not constitute a waiver of said provision or any other provision.

**(g) Savings Clause**

If any section, sentence, clause, or other portion of the Contract Documents is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**(h) Survival**

**Neither completion of the Work nor any termination of the Contract shall be deemed to relieve THE VENDOR of any obligations hereunder that by their nature survive completion of the Work; including, but not limited to, all warranties, guarantees and promises of indemnity and confidentiality.**

**(i) Third Party Beneficiaries**

**The Compact and each individual Member Municipality is an intended third-party beneficiary of this Contract, entitled to the full rights of this Contract.**

**(j) Non-Discrimination in Employment and Affirmative Action**

THE VENDOR shall take affirmative action to ensure that its employees, and any member of the public eligible for service under the Energy Efficiency Plan, are treated without regard to race, color, sex, marital status, sexual orientation, age, religion, national origin, ancestry, handicap, disability, or veteran status. THE VENDOR agrees to comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and in public accommodations.

**(k) Interest of Vendor; Other Activities; Conflicts**

THE VENDOR covenants that it presently has no interest, and shall not acquire any interest, directly or indirectly that would conflict in any manner or degree with the performance of the Work. THE VENDOR agrees to diligently serve and endeavor to further the best interests of THE COUNTY and the Compact. THE VENDOR further agrees not to undertake activities

that conflict, or are not in accordance, with the best interests of THE COUNTY and the Compact, and will disclose any other employment or engagements that could conflict with its obligations under this Contract. THE VENDOR further covenants that it shall comply with all relevant provisions of G.L. c. 268A.

**(l) Political Activity Prohibited**

None of the services to be provided by THE VENDOR hereunder shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or in connection with any referendum question or legislative or grass-roots lobbying activities.

**(m) Anti-Boycott Warranty**

THE VENDOR hereby warrants that, during the term of this Contract, neither it nor any “affiliated company,” as hereafter defined, shall participate in or cooperate with an international boycott, as defined in 26 U.S.C.A. § 999 (b) (3) and (4), or engage in conduct declared unlawful by G.L. c. 151E, § 2. An “affiliated company” shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by THE VENDOR, or by a person or persons or business entity or entities that directly or indirectly own at least 51% of the ownership interests of THE VENDOR.

**(n) Headings**

All headings contained in this Contract are intended for convenience of reference only, and shall not be used to interpret any of the terms and provisions of this Contract.

**(o) Entire Agreement**

This Contract constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof.

**(p) Joint Work Product**

This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

**(q) Counterpart Execution; Scanned Copy**

This Contract may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Contract bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution,

terms and existence of this Contract notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Contract and without the requirement that the unavailability of such original, executed counterpart of this Contract first be proven.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of [insert].

BARNSTABLE COUNTY:

\_\_\_\_\_  
Mary Pat Flynn  
Chair

\_\_\_\_\_  
William Doherty  
Vice Chair

\_\_\_\_\_  
Sheila R. Lyons  
Commissioner

Date: \_\_\_\_\_

VENDOR:

\_\_\_\_\_  
Name/Title:  
Date:

EXHIBITS

Exhibit A:	Scope of Work
Exhibit B:	Contract Price and Rates
Exhibit C:	Release, Certification and Lien Waiver
Exhibit D:	Project Schedule
Exhibit E:	Change Order Form
Exhibit F:	Mass Save Direct Install Audit Checklist
Exhibit G:	Direct Install Pricing Matrices



*EXHIBIT A*  
SCOPE OF WORK

*EXHIBIT B*

CONTRACT PRICE AND RATES

*EXHIBIT C*

RELEASE, CERTIFICATION AND LIEN WAIVER

PROJECT NAME:

SITE LOCATION:

THE COUNTY/OWNER: Barnstable County, Massachusetts

VENDOR:

---

Original Contract Value:	\$ _____
Payments Received to Date:	\$ _____
Remaining Contract Value:	\$ _____
Attached Final Invoice/Documentation to be Paid:	\$ _____

---

For and in consideration of the sum of \$ \_\_\_\_\_, and for other good and valuable consideration, the receipt of which is hereby acknowledged to the VENDOR by THE COUNTY, THE VENDOR hereby:

1. remises, releases and forever discharges all actions, debts, claims, demands, liens, suits, covenants, damages, equitable actions, and liabilities whatsoever, both at law and in equity against THE COUNTY, the Cape Light Compact and its municipal members, and any of THE COUNTY's customers arising from, in connection with or in any way relating to any work or labor performed and any materials, machinery, equipment, services, insurance bonds or supplies furnished by or through THE VENDOR;
2. certifies and warrants that the following have been paid in full or will be paid in full within seven (7) days of the date hereof: (a) all persons, parties or entities that have furnished materials and performed labor or either to, for or through THE VENDOR in connection with the project; (b) all taxes, benefits, assessments, insurance and obligations of any other descriptive title in connection with labor performed for the project; and (c) obligations for all materials, machinery, equipment, services and supplies to, for or through THE VENDOR;
3. waives and relinquishes all rights whatsoever (a) to lien, by way of any mechanic's lien, materialmen's lien, and any other lien, against and/or attach the property, real estate, buildings and improvements comprising of the project, on account of work, services, equipment, materials supplied;
4. along with its officers, directors, employees, servants, agents, attorneys, designated volunteers, independent contractors, successors and assigns, to the fullest extent allowed by law, indemnifies, defends, and holds harmless THE COUNTY, the Cape Light Compact, the individual municipal members of the Cape Light Compact (and all of the respective officials, officers, directors, employees, servants, agents, attorneys,

designated volunteers, independent contractors, successors and assigns of THE COUNTY, the Cape Light Compact, and its individual municipal members), and THE COUNTY's customers from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees and expenses), side agreements, consent decrees, causes of action, suits, and/or judgments caused by, arising out of, or related to the performance of this Contract by THE VENDOR and its officers, directors, employees, servants, agents, attorneys, designated volunteers, independent contractors, successors and assigns.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

*COMMONWEALTH OF MASSACHUSETTS*

\_\_\_\_\_, ss.

Then personally appeared \_\_\_\_\_, to me personally known and being first duly sworn, took oath that: (1) the certification above are true; and (2) that he/she is authorized to execute the foregoing on behalf of THE VENDOR and she/he signs on his own free will and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

*EXHIBIT D*

PROJECT SCHEDULE

*EXHIBIT E*

CHANGE ORDER FORM

*EXHIBIT F*

Mass Save Direct Install Audit Checklist

# DIRECT INSTALL AUDIT CHECKLIST

Form to be used by Direct Install Program vendors to document direct install audit findings and recommendations



**Electric Program Administrators**  
 Cape Light Compact     National Grid     NSTAR     Unitil     Western Massachusetts Electric Company

**Gas Program Administrators**  
 Berkshire Gas     Columbia Gas of MA     New England Gas Company     National Grid     NSTAR     Unitil

BUSINESS NAME \_\_\_\_\_ DATE OF EVALUATION \_\_\_\_\_  
 CONTACT NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 EMAIL ADDRESS \_\_\_\_\_  
 ELECTRIC ACCOUNT # \_\_\_\_\_ GAS ACCOUNT # \_\_\_\_\_  
 HOURS OF OPERATION \_\_\_\_\_  
 TOTAL SQ FT AFFECTED BY HEATING AND LIGHTING LOADS \_\_\_\_\_ EVALUATOR'S NAME \_\_\_\_\_

**Prescriptive ECMs**

ECM Applies	Already Exists	Measure	Proposed	Referred to other resource	Notes
		Lighting			
		Lighting controls			
		Vending controls			
		Refrigeration controls			<input type="checkbox"/> Walk-in Cooler <input type="checkbox"/> Walk-in Freezer
		Pre-rinse spray valve			<input type="checkbox"/> Electric HW <input type="checkbox"/> Gas HW
		Boiler reset control (gas only)			
		Faucet aerators			<input type="checkbox"/> Electric HW <input type="checkbox"/> Gas HW
		Showerheads			<input type="checkbox"/> Electric HW <input type="checkbox"/> Gas HW
		Pipe insulation			<input type="checkbox"/> Electric HW <input type="checkbox"/> Gas HW
		Duct sealing/insulation			Heating: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other Cooling: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> None
		Setback thermostat			Heating: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other Cooling: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> None

**Other ECMs**

ECM Applies	Already exists	Measure	Proposed	Referred to other resource	Notes
		Premium efficiency motors			
		A/C replacement			
		VFD			
		Compressed air			
		Energy management system			
		Kitchen equipment			<input type="checkbox"/> Hood vents <input type="checkbox"/> Fryers <input type="checkbox"/> Steamers <input type="checkbox"/> Ovens <input type="checkbox"/> Griddles
		Heating system replacement			
		Water heating replacement			
		Building envelope			Heating: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other Cooling: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> None
		Other			

**Comments:**



*EXHIBIT G*

DI Pricing Matrices

**CAPE LIGHT COMPACT SMALL COMMERCIAL & INDUSTRIAL DIRECT INSTALL MATERIAL PRICING FORM**  
 All prices \$ per unit (unless otherwise specified)

Vendor Name: \_\_\_\_\_

Note: Not every cell will necessarily represent an available product.  
 If a particular product is not offered, leave that cell blank or enter "N/A".

**HP T8 Ballasts**

Line Item	High-Performance 120/277v ballasts	Manufacturer	Ballast Factor range		
			Normal Price	Low Price	High Price
	1L, T8, Elec Blst				
	2L, T8, Elec Blst				
	3L, T8, Elec Blst				
	4L, T8, Elec Blst				

**8' T8 Ballasts**

Line Item	Eight Foot 120/277v Ballasts	Manufacturer	Ballast Factor range		
			Normal Price	Low Price	High Price
	8' 2L, T8, Elec Blst				
	8' 1L, T8, Elec Blst				

**Daylight Dimming Ballasts**

Line Item	Daylight Dimming Ballast	Price
	1L, T8, Elec Blst	
	2L, T8, Elec Blst	
	3L, T8, Elec Blst	
	4L, T8, Elec Blst	

**HP T8 Lamps**

Line Item	Type	Manufacturer	Model #	Price				Other(please specify)
				830	835	841	850	
	High-Performance 4' 32 watt							
	High-Performance 4' reduced wattage 28W							
	High-Performance 4' reduced wattage 25W							
	2' lamps							
	3' lamps							
	U-tubes (reduced wattage) 30W							
	U-tubes 32W							
	8' lamps (reduced wattage)							
	8' lamps (high output)							

**T5 Lamps**

Line Item	Price
1L, T5, Elec Blst	
2L, T5, Elec Blst	
3L, T5, Elec Blst	
4L, T5, Elec Blst	

**HO T5**

Line Item	Manufacturer & Model #	Price
1L, HOTS, Elec Blst		
2L, HOTS, Elec Blst		
3L, HOTS, Elec Blst		
4L, HOTS, Elec Blst		

**Fluorescent Fixtures (price should not include lamps)**

Line Item	Type	Manufacturer & Model #	Price					
			Troffer Prismatic	Parabolic	Wrap	Industrial	Strip	Indirect
4' Fixtures	1L-T8-Normal BF							
4' Fixtures	1L-T8-Low BF							
4' Fixtures	1L-T8-High BF							
4' Fixtures	2L-T8-Normal BF							
4' Fixtures	2L-T8-Low BF							
4' Fixtures	2L-T8-High BF							
4' Fixtures	3L-T8-Normal BF							
4' Fixtures	3L-T8-Low BF							
4' Fixtures	3L-T8-High BF							
4' Fixtures	4L-T8-Normal BF							
4' Fixtures	4L-T8-Low BF							
4' Fixtures	4L-T8-High BF							
8' Fixtures	2L-T8-Normal BF							
8' Fixtures	2L-T8-Low BF							
8' Fixtures	2L-T8-High BF							
8' Fixtures	4L-T8-Normal BF							
8' Fixtures	4L-T8-Low BF							
8' Fixtures	4L-T8-High BF							

**HIF High Bay Fixtures (price should not include lamps)**

Line Item	Type	Manufacturer & Model #	Price
	3L T8 with High BF		
	4L T8 with High BF		
	6L T8 with High BF		
	2L T5 HO		
	3L T5 HO		
	4L T5 HO		
	5L T5 HO		
	6L T5 HO		
	Wire Guard		
	Lens		
	Lens and Wire Guard		

**Compact Fluorescent Screw-ins**

Line Item	Type	Manufacturer & Model #	Price
	7W CF/mini twist		
	9W CF w/globe lens		
	9W CF w/R20 refl		
	13W CF mini twist		
	14W CF w/A-style lens		
	14W CF w/R20 refl		
	15W CF w/globe lens		
	15W CF dimmable w/refl		
	16W CF w/R30 refl		
	23W CF twist		
	20W CF twist		
	20W CF w/R40 refl		
	27W CF twist		
	28W CF 3-way twist		

**Compact Fluorescent Fixtures (price should include lamps)**

Line Item	Type	Manufacturer & Model #	Price
	15 Watt CF Drum Fixture		
	15 Watt CF Jelly Jar Fixture		
	15 Watt CF Jelly Jar Fixture w/PE		
	22 Watt CF Exterior Entrance Globe		
	22 Watt CF Exterior Globe w/PE		
	30 Watt CF Drum Fixture		
	30 Watt CF Exterior Wall Mount		
	30 Watt CF Flood		
	30 Watt CF Flood w/PE		
	30 Watt CF Interior Wall Mount		
	42 Watt CF Exterior Flood		
	42 Watt CF Exterior Flood w/PE		
	45 Watt CF Drum Fixture		
	45 Watt CF Exterior Canopy		
	45 Watt CF Exterior Canopy w/PE		
	45 Watt CF Exterior Wall Mount		
	45 Watt CF Exterior Wall Mount w/PE		

**LED Exit Signs and LED Retrofit Kits**

Line Item	Type	Manufacturer & Model #	Price
	Exit Sign retrofit kit		
	LED Sign w/Battery back up		
	LED Sign w/emergency heads		

**LED Screw-Ins, Fixtures and Retrofit Kit Supplements - TO FOLLOW AS SUPPLEMENT TO REP PRIOR TO PRE-BID CONFERENCE**

Line Item	Type	Manufacturer & Model #	Price

**Refrigeration Controls**

Line Item	Type	Manufacturer & Model #	Price
	Door Heater Control		
	Walk-In Cooler Control		
	Case Motor		
	Evaporator Fan Control		
	Fan/Door Control		
	Compressor Control		
	ECM Evaporator Motor Replacement		
	Night Cover		
	Freezer Door Heater Control		
	Walk-In Cooler Economizer		
	Cooler Door Closer		
	Smart Defrost Kit		
	Reach-In Case Cover		

**Vending controls**

Line Item	Type	Manufacturer & Model #	Price
	Beverage - EZ with sensor		
	Beverage - EZ w/repeater		
	Beverage - Ext. EZ with sensor		
	Beverage - Ext. EZ w/repeater		
	Snack - EZ with sensor		
	Snack - EZ w/repeater		
	Snack - Ext. EZ with sensor		
	Snack - wall w/repeater		
	Cooler - EZ with sensor		
	Cooler - EZ w/repeater		
	Cooler - wall w/repeater		

**Lighting controls**

Line Item	Type	Manufacturer & Model #	Price
	OCC SENSOR, PIR, CEILING UP TO 500 S.F.		
	OCC SENSOR, PIR, CEILING > 500 S.F.		
	OCC SENSOR, DT, CEILING UP TO 500 S.F.		
	OCC SENSOR, DT, CEILING > 500 S.F.		
	OCC SENSOR, HIF		
	OCC SENSOR, CONTROL POWER PACK		
	OCC SENSOR, PIR, WALL SWITCH		
	OCC SENSOR, DT, WALL SWITCH		

**HID Lamp/Ballast**

Line Item	Type	Manufacturer & Model #	Total Watts	Price
	HPS EXT ARM, 100 w			
	HPS EXT ARM w/PE, 100 w			
	HPS EXT CANOPY - UP TO 100 WATTS			
	HPS EXT CANOPY W/PE - UP TO 100 WATTS			
	HPS EXT LG FL, 200 TO 400 WATTS			
	HPS EXT LG FL W/PE, 200 TO 400 WATTS			
	HPS EXT SM FL, 50 TO 100 WATTS			
	HPS EXT SM FL W/PE, 50 TO 100 WATTS			
	HPS EXT WALL UNIT, 50 TO 100 WATTS			
	HPS EXT WALL UNIT W/PE, 50 TO 100 WATTS			
	MH INT PSHB W/REF, 200 TO 320 WATTS			
	MH INT PSHB W/REF & Q, 200 TO 320 WATTS			
	MH INT PSLB W/REF, 150 TO 200 WATTS			
	MH INT PSLB W/REF & Q, 150 TO 200 WATTS			
	MH PS B/L ENC, 150 TO 320 WATTS			
	MH PS B/L OPEN, 150 TO 320 WATTS			
	MH PS B/L MULTITAP, 750 WATTS			
	MH PS B/L MULTITAP, 875 WATTS			
	HID HANGER HOOK/LOOP COMBO			
	MH PS EXT CANOPY, 320 WATTS			

**Programmable Thermostat**

Line Item	Type	Manufacturer & Model #	Price
	Seven Day Programmable Thermostat		

**Boiler Controls**

Line Item	Type	Manufacturer & Model #	Price
	Reset Control		

Hot Water Saving Controls

Line Item	Type	Manufacturer & Model #	Price
	Pre-Rinse Spray Valves		
	Faucet Aerators		
	Low-Flow Showerheads		

Heating & Cooling Distribution Insulation

Line Item	Type	Manufacturer & Model #	Price (per l.f.)
	Pipe Insulation		
	Duct Insulation		

Plug Load Control Devices

Line Item	Type	Manufacturer & Model #	Price
	Power Strip		
	Wall Plug		

Insulation and Air Sealing

Line Item	Type	Manufacturer & Model #	Price
	Wall		
	Attic		

Energy Management System

Line Item	Type	Manufacturer & Model #	Price

Drives

Line Item	Type	Manufacturer & Model #	Price
	VSD		
	VFD		

**CAPE LIGHT COMPACT SMALL COMMERCIAL & INDUSTRIAL DIRECT INSTALL LABOR PRICING FORM**

**Vendor Name**

**Labor Vendor Services**

**COMPACT FLUORESCENTS**

**PRICE**

Compact Fluorescent Hard Wired Fixtures, Exterior  
Compact Fluorescent Hard Wired Fixtures, Exterior W/Relocation  
Compact Fluorescent Hard Wired Fixtures, Interior  
Compact Fluorescent Hard Wired Fixtures, Interior W/Relocation  
Compact Fluorescent Retrofit Kits  
Compact Fluorescent Screw In Fixtures

**LEDs**

LED Hard Wired Fixtures, Exterior  
LED Hard Wired Fixtures, Exterior W/Relocation  
LED Hard Wired Fixtures, Interior  
LED Hard Wired Fixtures, Interior W/Relocation  
LED Retrofit Kits  
LED Screw In Fixtures

**NEW TROFFER T8 FIXTURES**

Fluorescent Ballast, 1 Lamp < 12ft  
Fluorescent Ballast, 1 Lamp > 12ft  
Fluorescent Ballast, 2 Lamp < 12ft  
Fluorescent Ballast, 2 Lamp > 12ft  
Fluorescent Ballast, 3 Lamp < 12ft  
Fluorescent Ballast, 3 Lamp > 12ft  
Fluorescent Ballast, 4 Lamp < 12ft  
Fluorescent Ballast, 4 Lamp > 12ft

**NEW STRIP & WRAP T8 FIXTURES**

Fluorescent Ballast, 1 Lamp < 12ft  
Fluorescent Ballast, 1 Lamp > 12ft  
Fluorescent Ballast, 2 Lamp < 12ft  
Fluorescent Ballast, 2 Lamp > 12ft  
Fluorescent Ballast, 3 Lamp < 12ft  
Fluorescent Ballast, 3 Lamp > 12ft  
Fluorescent Ballast, 4 Lamp < 12ft  
Fluorescent Ballast, 4 Lamp > 12ft  
Relocation Fee



**NEW INDUSTRIAL SHADE T8 FIXTURES**

Fluorescent Ballast, 1 Lamp < 12ft  
Fluorescent Ballast, 1 Lamp > 12ft  
Fluorescent Ballast, 2 Lamp < 12ft  
Fluorescent Ballast, 2 Lamp > 12ft  
Fluorescent Ballast, 3 Lamp < 12ft  
Fluorescent Ballast, 3 Lamp > 12ft  
Fluorescent Ballast, 4 Lamp < 12ft  
Fluorescent Ballast, 4 Lamp > 12ft  
Relocation Fee

**RETROFIT T8 FIXTURES**

Fluorescent Ballast, 1 Lamp < 12ft  
Fluorescent Ballast, 1 Lamp > 12ft  
Fluorescent Ballast, 2 Lamp < 12ft  
Fluorescent Ballast, 2 Lamp > 12ft  
Fluorescent Ballast, 3 Lamp < 12ft  
Fluorescent Ballast, 3 Lamp > 12ft  
Fluorescent Ballast, 4 Lamp < 12ft  
Fluorescent Ballast, 4 Lamp > 12ft  
Relocation Fee

**OTHER**

Fluorescent Lamp Replacement Only  
Fluorescent Lampholder, 1 Pin & Rec Db1 Contact  
Fluorescent Lampholder, Medium Bi-Pin  
Fluorescent Or Compact Fluorescent, Source Abandoned  
Fluorescent Multi-Lamp Retrofit Kit < 12ft  
Fluorescent Multi-Lamp Retrofit Kit > 12ft  
Fluorescent Reflector, 4 Ft Fixt W/Ballast  
Fluorescent Reflector, 4 Ft Fixt W/Ballast/Tandem

**NEW T5 FIXTURES**

4'-T-5 Box fixture-High Bay-6 lamp <12  
4'-T-5 Box fixture-High Bay-4 lamp <12  
4'-T-5 Box fixture-High Bay- 3 lamp <12  
4'-T-5 Box fixture-High Bay- 2 lamp <12  
4'-T-5 Box fixture-Low Bay-6 lamp <12  
4'-T-5 Box fixture-Low Bay- 4 lamp <12  
4'-T-5 Box fixture-Low Bay- 3 lamp <12  
4'-T-5 Box fixture-Low Bay- 2 lamp <12  
4'-T-5 Retro fit Kit- 4 lamp <12  
4'-T-5 Retro fit Kit- 3lamp <12  
4'-T-5 Retro fit Kit-2 lamp <12  
2'-T-5 2x2 Retro fit Kit-4 lamp <12  
2'-T-5 2x2 Retro fit Kit-3 lamp <12  
2'-T-5 2x2 Retro fit Kit-2 lamp <12

**PRICE**

**NEW T5 FIXTURES**

4'-T-5 Box fixture-High Bay-6 lamp >12  
4'-T-5 Box fixture-High Bay-4 lamp >12  
4'-T-5 Box fixture-High Bay- 3 lamp >12  
4'-T-5 Box fixture-High Bay- 2 lamp >12  
4'-T-5 Box fixture-Low Bay-6 lamp >12  
4'-T-5 Box fixture-Low Bay- 4 lamp >12  
4'-T-5 Box fixture-Low Bay- 3 lamp >12  
4'-T-5 Box fixture-Low Bay- 2 lamp >12  
4'-T-5 Retro fit Kit- 4 lamp >12  
4'-T-5 Retro fit Kit- 3lamp >12  
4'-T-5 Retro fit Kit-2 lamp >12  
2'-T-5 2x2 Retro fit Kit-4 lamp >12  
2'-T-5 2x2 Retro fit Kit-3 lamp >12  
2'-T-5 2x2 Retro fit Kit-2 lamp >12

**PRICE**

**HID FIXTURES**

Metal Halide (Pulse Start) 100 watt <12  
Metal Halide (Pulse Start) 150 watt <12  
Metal Halide (Pulse Start) 200 watt <12  
Metal Halide (Pulse Start) 320 watt <12  
Metal Halide (Pulse Start) 750 watt <12  
Metal Halide (Pulse Start) 875 watt <12  
Metal Halide (Pulse Start) 100 watt >12  
Metal Halide (Pulse Start) 150 watt >12  
Metal Halide (Pulse Start) 200 watt >12  
Metal Halide (Pulse Start) 320 watt <12  
Metal Halide (Pulse Start) 750 watt >12  
Metal Halide (Pulse Start) 875 watt >12

**LED EXIT SIGNS**

Led Exit Sign  
Led Exit Sign W/Relocation  
Led Retrofit Kit  
Led Retrofit Kit Screw-Ins  
Occu Sensor, Ceiling Unit

### **CONTROLS & SENSORS**

Occu Sensor, Switch Unit  
Occu Sensor, Ceiling Unit  
Vending Controls  
Thermostat W/O Relay  
Thermostat W/Relay  
Time Clocks

### **PRICE**

### **REFRIGERATION/COOLER MEASURES**

Door Heater Control  
Walk-In Cooler Control  
Case Motor  
Evaporator Fan Control  
Fan/Door Control  
Compressor Control  
ECM Evaporator Motor Replacement  
Night Cover  
Freezer Door Heater Control  
Walk-In Cooler Economizer  
Cooler Door Closer  
Smart Defrost Kit  
Reach-In Case Cover

### **BOILER CONTROLS**

Reset Control

### **HOT WATER CONTROLS**

Pre-Rinse Spray Valves  
Faucet Aerators  
Low-Flow Showerheads

### **Heating & Cooling Distribution Insulation**

Pipe Insulation  
Duct Insulation

### **Plug Load Control Devices**

Power Strip  
Wall Plug

### **Insulation and Air Sealing**

### **Energy Management System**

### **Drives**

VSD  
VFD