



## Affinity LED Light LLC

### *Contractor Installation Agreement*

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Affinity LED Light LLC (“Affinity LED”) at 133 Islington Street, Unit 8, Portsmouth, NH 03801 (Contractor) and City of Concord, 311 North State Street, Concord, NH 03301 (Owner).

#### **WITNESSETH:**

- WHEREAS, Owner desires to install LED equipment at the Everett Ice Arena; and
- WHEREAS, Contractor is engaged in the business of selling and installing LED systems, and
- WHEREAS, Owner has agreed that Affinity LED will act as its agent for the purpose of facilitating said installation and is authorized to sole source such services to Affinity under the procurement issued by the City of Dover, NH; and
- WHEREAS, Contractor agrees to install said LED equipment according to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

#### **1. SCOPE OF SERVICES**

- 1.1. Contractor shall provide for the design, procurement and installation of LED equipment as described in the Unitil Commercial & Industrial Retrofit 2017 Lighting Incentive Application and work order attached as Exhibit “A” to this Agreement. All such work must comply with all local, state and federal codes, manufacturer’s specifications, and accepted installation practices.
- 1.2. Contractor shall be solely responsible for specifying the materials, products to be installed, and the means and methods of installation. Such specification is subject to Owner review and written approval.

#### **2. PAYMENT**

- 2.1. Owner is responsible for the total cost of the project in the sum of eighty-one thousand, five-hundred and fifty-seven dollars (\$81,557).
- 2.2. Contractor shall be paid the sum of forty thousand, seven hundred, seventy-eight dollars and fifty cents (\$40,778.50) upon proper execution of all Unitil Incentive Application requirements as a fifty percent (50%) down payment for the execution of the scope of work. Such payment from Unitil shall be assigned by the Customer to the Contractor. Contractor acknowledges that such in fifty percent (50%) down payment represents the entire Unitil incentive payment for which the project qualifies. Contractor acknowledges that if the scope of work is reduced or

modified, such pre-paid incentive payment may require adjustment or partial repayment by Contractor.

- 2.3. Upon completion of the entire scope of work, and subject to the successful completion of a post installation inspection as required under the Unitil 2017 Commercial & Industrial Retrofit Lighting Incentive Program, Contractor shall be paid by Unitil for the balance of the Agreement amount of forty thousand, seven hundred, seventy-eight dollars and fifty cents (\$40,778.50). This final payment represents the proceeds of the loan amount from Unitil to Owner for which Owner is assigning payment to Contractor.
- 2.4. Work shall be considered complete and satisfactory when Owner, Unitil and Contractor agree that all measures have been installed as specified in Exhibit A.

### **3. CONTRACTOR'S DUTIES**

- 3.1. Contractor shall submit for the Owner's consideration and approval, which shall not be unreasonably delayed or denied, a list of all subcontractors Contractor anticipates using to execute the provisions of this Agreement. Contractor shall have sole control of the manner and means of performing this Agreement, and shall complete it according to its own means and methods of work. Contractor shall direct the performance of all workers and subcontractors, and ensure that subcontractors are competent and qualified, including but not limited to holding all required state licenses.
- 3.2. Contractor shall have conducted an examination of the premises wherein the LED equipment will be installed and by such other means as it deems necessary, as to the actual conditions and requirements of the specific installation and as to the actual quantities required for the installation.
- 3.3. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.
- 3.4. Contractor shall perform work during normal business hours, Monday to Friday, 8:00 a.m. to 5:00 p.m., during the period May 1, 2017 through July 31, 2017, unless otherwise agreed to by the Owner and Contractor.

### **4. WARRANTIES**

- 4.1. Contractor warrants to Owner that all materials and equipment furnished under this Agreement will be new, and that all work will be of good quality, free from faults and defects.
- 4.2. Contractor will warranty equipment and labor according to the Warranty Statement attached as Exhibit "B" to this Agreement.

### **5. PERMITS, FEES AND NOTICES**

- 5.1. Contractor will secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work.
- 5.2. Contractor is obligated to make certain that its work conforms with all applicable federal, state and local laws, statutes, building codes and regulations, including but not limited to all applicable EPA/VOSHA/OSHA/NESC and NEC rules and regulations.

**6. INSPECTION AND SUPERVISION**

- 6.1. In the performance of the work herein prescribed, Contractor has the full authority to control and direct the performance of the details of the work. However, Owner maintains the general right of inspection and evaluation to secure the satisfactory completion in accordance with the work order attached as Exhibit A.
- 6.2. Contractor is obligated to make certain that its work is performed in a professional manner.

**7. TERMINATION**

- 7.1. This Agreement may be terminated only by mutual agreement of both parties with seven (7) days written notice from one party to the other.
- 7.2. In the event of termination, Contractor will be paid for any work completed prior to termination.

**8. INSURANCE**

8.1. Contractor shall provide Insurance Coverage in the types and amounts set forth as follows:

<u>COVERAGE</u>	<u>MINIMUM LIMIT</u>
a. <b>Commercial General Liability</b>	\$2,000,000 (General Aggregate) \$2,000,000 (Products – Comp/Op Agg) \$1,000,000 (Personal and Adv Injury) \$1,000,000 (Each Occurrence) \$ 300,000 (Damage to Rented Premises) \$ 50,000 (Fire damage) \$ 15,000 (Med Exp – Any One Person)
b. <b>Commercial Automobile Liability</b>	\$1,000,000 (Combined Single Limit) \$1,000,000 (Uninsured motorist combined)
c. <b>Commercial Umbrella Liability</b>	\$1,000,000 (Each Occurrence) \$1,000,000 (Aggregate)
d. <b>Workers Compensation</b>	Statutory Limits \$500,000 (Each Accident) \$500,000 (Disease - Each Employee) \$500,000 (Disease – Policy Limit)

- 8.2. Contractor shall maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor’s performance of this Agreement.
- 8.3. Contractor shall provide Owner a certificate of insurance and name Owner and/or any affiliated or subsidiary companies as additional insured, by written endorsements with waivers of

subrogation favoring the Owner, with respect to commercial general, automobile and umbrella liability which will provide that such insurance shall not be subject to cancellation without at least thirty (30) days advance written notice to the Owner. Contractor shall submit such evidence of insurance which shall be received at Owner's offices prior to the execution of this Agreement. Contractor is obligated to maintain such insurance in the full amount throughout the duration of this Agreement.

## **9. CHANGES IN WORK**

- 9.1. Contractor shall not make changes to the work which either increase or decrease the Agreement price, without the written approval of the Owner. Said changes include but are not limited to substitutions or alterations of specified materials or equipment, relocations or replacements.
- 9.2. The cost or credit resulting from such change shall be determined and mutually agreed to by the Owner and Contractor and supported by substantiating data.

## **10. UNANTICIPATED CONDITIONS**

- 10.1. The Contractor shall notify the Owner if it uncovers latent physical conditions at the site differing materially from that anticipated.

## **11. BONDING**

- 11.1. Contractor will supply, prior to the execution of this Agreement, a Payment and Performance Bond for one-hundred (100) percent of the value of the Agreement. The cost of a Payment and Performance Bond shall be the responsibility of the Contractor and shall be included in the Agreement amount.

## **12. DEBRIS**

- 12.1. Contractor is responsible to maintain the premises free of waste materials or rubbish generated in the performance of the work, on a daily basis. Note that in the case of a lighting retrofit, older electromagnetic fluorescent lighting ballasts sometimes contain PCB-laden material. Contractor shall remove and properly dispose of all debris, including PCB-laden ballasts, and fluorescent lamps in accordance with all applicable local, state, and federal laws and regulations. Upon completion of the scope of work, Contractor shall provide Owner with a manifest demonstrating the proper disposal of such PCB-laden materials.

## **13. ADDITIONAL PROVISIONS**

- 13.1 Assessment of specified fixtures both pre- and post- installation to verify actual wattage used. Contractor will complete an assessment of equipment wattage usage for following equipment: Qty (6) High Bay lights (over ice area), Qty (10) four-foot fluorescent fixtures and (2) A19 bulbs. Method and cost to be finalized with subcontractor electrician and is subject to the review and approval of the Owner.
- 13.2 Contractor will provide a year-over-year analysis of total building electrical consumption. Owner to provide copies of monthly utility bills to Contractor.

- 13.3 Reserve parts inventory to be stored at Owner location: 1% of lighting TLED tubes and bulbs.
- 13.4 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 13.5 Contractor shall use the equipment and materials provided in Exhibit C.
- 13.6 Contractor shall complete and sign the Owner's Indemnification Agreement (Exhibit D) prior to the execution of this Agreement.
- 13.7 This Agreement shall be in conformance with the Owner's Purchase Order Terms and Conditions (Exhibit E).
- 13.8 The laws of the State of New Hampshire shall govern all Agreements/Contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

**14. PROJECT TIMING**

- 14.1. Contractor estimated start date of project: \_\_\_\_\_
- 14.2. Contractor estimated completion date: \_\_\_\_\_
- 14.3. Contractor will inform Owner if these dates change by more than 2 weeks.
- 14.4. Contractor will not start work until Owner provides a Purchase Order.

FOR THE OWNER:                      City of Concord  
   311 North State St.  
   Concord, NH 03301

FOR THE CONTRACTOR:              Affinity LED Light LLC  
   dba Affinity LED Lighting  
   133 Islington St, Unit #8  
   Portsmouth, NH 03801

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their representative officer or representative thereto duly authorized the day and year first above written.

WITNESSED BY: \_\_\_\_\_  
Steven R. Lieber, Affinity LED Light LLC Date

WITNESSED BY: \_\_\_\_\_  
Douglas B. Ross, Purchasing Manager, City of Concord Date

EXHIBIT A

This page intentionally left blank. It should be replaced with a copy of the Contractor's proposal.



# Commercial & Industrial Retrofit 2017 Lighting Incentive

SECTION A: CUSTOMER INFORMATION			
Customer Name <b>City of Concord, NH - Everett Arena</b>	Electric Account Number <b>1041753-1038524</b>	Rate <b>\$ 0.1485</b>	Application Number
Facility Address <b>15 Loudon Rd.</b>	City <b>Concord</b>	State <b>NH</b>	Zip Code <b>03301</b>
Service Location Identification		Email <b>dross@concordnh.gov.</b>	
Mailing Address (if different from above) <b>311 North State Street</b>	City <b>Concord</b>	State <input checked="" type="checkbox"/> NH	Zip Code <input type="checkbox"/> 03301 <input type="checkbox"/>
Contact Person/Title <b>Douglas Ross</b>	Telephone Number <b>(603) -230-3664</b>	Incorporated? (Check one.) <input type="checkbox"/> Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please Assign Payment to Contractor. Customer Signature: <i>[Signature]</i> <b>2/21/17</b>	Additional Information	Incentive Payment Preference (Check one.) <input type="checkbox"/> Check <input type="checkbox"/> Bill Credit <input checked="" type="checkbox"/> Pay Contractor	
SECTION B: CONTRACTOR INFORMATION			
Contractor Name <b>Affinity LED Lighting</b>		Contact Person/Title (Print) <b>Steve Lieber</b>	Contact Person Signature <i>[Signature]</i>
Mailing Address <b>133 Islington St. Unit 8</b>		City <b>Portsmouth</b>	State <input checked="" type="checkbox"/> NH <input type="checkbox"/>
Email <b>steve@affinityledlight.com</b>	Telephone Number <b>603-828-8919</b>	Additional Information	Zip Code <b>03601</b> <input type="checkbox"/> <input type="checkbox"/>
		Incorporated? (Check one.) Yes No Exempt	
SECTION C: DOCUMENT APPROVALS			
UTILITY SIGNATURE		Date	
PRE-APPROVAL OFFER		Date	
Technical Review - Utility Signature <i>[Signature]</i>		Date <b>2/20/17</b>	
Utility Signature <i>[Signature]</i>	Date <b>2/20/17</b>	Amount of Incentive Offer (\$) <b>\$ 40,778.50</b>	Offer Valid Through: <del>6/30/17</del> <b>7/31/16 7/31/17</b> <i>DR</i>
By signing and dating below, customer accepts this Incentive offer and agrees to the Utility Terms and Conditions available from your Utility. Pursuant to a Commission order, customers also agree that the utility alone may capture all kW and kWh savings and any ISO-NE capacity payments resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the System Benefits Charge. The Incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.			
Customer Signature:		Date:	
POST-INSTALLATION INSPECTION			
Utility Signature	Date	Total Project Cost (\$)	Amount of Incentive (\$)
Customer Signature	Date		
MANAGEMENT APPROVAL			
Utility Signature	Date		





July 20, 2016

Doug Ross  
Purchasing Manger  
City of Concord  
45 Green Street  
Concord, NH 03301

Re: Letter of Intent relative to incentive payments for Energy Efficiency Measures

Dear Mr. Ross:

Unitil understands that an agreement has been reached between the City and a chosen contractor to install energy efficiency measures throughout the Everett Arena Complex located on Loudon Road, Concord NH. Unitil also understands that there are a variety of constraints to being able to complete the project this calendar/program year.

Unitil, in support of the project, agrees to provide incentive payments to the City, or their designee, for approved measures which installation has begun no later than the end of the second quarter of the calendar year 2017. The incentive payments shall be paid from the CORE energy efficiency Municipal Electric Program. The estimated amount of incentive for this project, based on the initial program design is, \$38,000. Unitil also recognizes that the City would like to utilize the "On Bill Financing" program to help fund the project and we agree to encumber the necessary funds to facilitate that payment option at the time the project is completed.

The actual amounts paid to the City may vary based on the actual budgets approved by the New Hampshire Public Utilities Commission as well as the actual equipment installed.

The relevant portions of the Program must be approved by the New Hampshire Public Utilities Commission in order for Unitil to provide rebates as stated herein.

If the program budget changes (increase or decrease) for any reason throughout the calendar year indicated by action of the State of New Hampshire Legislature and/or the PUC, Unitil will adjust the amount to be paid to the City in accord with the program design modifications at that time.

The City intends to install the identified measures at the Everett Arena during the indicated period. Such measures installed may change from the initial proposal due



to site conditions or technological changes, however, such changes must be agreed in writing prior to approval by both the City and Unitil.

Each measure type (lighting, HVAC, controls, custom) must have its own Custom rebate application submitted by the City and the following must be submitted for each application:

1. Calculations of savings
2. Product cut sheets
3. Installed costs and/or incremental cost and supporting documentation such as invoices, quotes, etc.
4. Unitil/NH Saves rebate application

Incentives will be calculated by Unitil, based upon the normal Program calculation methodology; for simplicity of Program management all measures may be considered "custom" versus "prescriptive". Payments will be made once verification of installation has been completed, all supporting documentation has been received and final calculations have been derived that justify the measure installed.

The intent of this Letter of Intent is to demonstrably indicate, and to ensure to the City, that Unitil is committed to a generic level of funding for this project, based on the constraints of the Core Programs. This does not constitute a specific offer of a set amount of incentives, those numbers will be determined with each incentive application processed. The estimated incentive amounts, determined as a percentage of Unitil's Core Budget, will not be exceeded unless the budget has been adjusted through a formal PUC approval process.

Please signify your acceptance of this Letter of Intent by signing and dating below and forward to my attention. Feel free to contact me if you have any questions or concerns.

Regards,

*Gary Miller*

Gary Miller  
Senior Business Development Exec  
603-227-4516  
[miller@unitil.com](mailto:miller@unitil.com)

Signed,

*Douglas E. Ross*

Printed Douglas E. Ross  
Title PURCHASING MANAGER  
8/25/10

## **UNITIL Terms and Conditions for New Hampshire**

### **Commercial and Industrial Gas and Electric Energy Efficiency Rebate Programs**

This Agreement entered into by and between Unitil Energy Services, Inc. and Northern Utilities, Inc. and their successors or assigns ("Unitil"), New Hampshire corporations having their principle place of business in Hampton, New Hampshire, and the Customer as identified on the front of the rebate application (herein referred to as "Customer.") Execution of the rebate application shall constitute acceptance of these Terms and Conditions.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Customer and Unitil agree that the Customer's participation in Unitil's Commercial and Industrial Energy Efficiency Rebate Programs (herein referred to as "Program(s)s or the Program(s)") shall be subject to the following terms and conditions.

1. No Energy Efficiency Measures (herein referred to as "EEMs") will be deemed eligible for a rebate payment under Unitil's Programs unless they are identified in the rebate application and have met the Programs acceptance criteria as evidenced by an offer on the rebate application signed by the Customer and Unitil.
2. All rebates are contingent upon continued approval of the Programs by the NH Public Utilities Commission and the authorization to recover said amounts from sources such as the System Benefits Charge, the Forward Capacity Market, and/or the Energy Efficiency Fund (RGGI) and the availability of rebate funds in that program for that year. The rebate amount cannot exceed the total project cost.
3. If the Customer, its employees, agent, or contractor installs all EEMs as identified in the rebate application, the Customer will be eligible for a rebate payment as listed on the rebate application.
4. This payment will be made to the Customer after the project is installed and verified by Unitil and/or Unitil's Quality Assurance Contractor. The EEMs must be installed, inspected, and accepted by Unitil before the "Completion Date" on the front of the rebate application. Payment will be made within 60 days of said verification and after Unitil has received an executed copy of the rebate application and all applicable invoices.
5. In consideration of the rebate payment described herein, the Customer agrees to:
  - a) With respect to electric EEMs, remain interconnected with the electric distribution system and remain a customer of Unitil for the purpose of distribution service during the term of this contract. The Customer will employ best efforts to assure that its successors, lessees, and assigns will comply with this paragraph.
  - b) With respect to natural gas EEMs, remain interconnected with the natural gas delivery system and remain a customer of Unitil for the purpose of (at least) delivery service during the term of this contract. The Customer will employ best efforts to assure that its successors, lessees, and assigns will comply with this paragraph.
6. EEMs for which Unitil has provided monetary rebates under the Programs must remain operating and in their original location (or a mutually agreed upon location

served by Unitil) for the term of this Agreement. Unitil reserves the right to inspect for the compliance of this provision or any other provision of these Terms and Conditions during the term of this Agreement.

7. Should the Customer breach the terms of Article 5 or 6, above, the Customer agrees to pay damages to Unitil equal to the full rebate amount within 60 days of Unitil's demand for said payment as full settlement of the breach. The Customer agrees that the damages specified within this Agreement are not a penalty but represent a reasonable estimate of the damages Unitil would suffer as a result of the Customer's failure to comply with the terms of this Agreement.
8. If the Customer breaches any of the terms of this Agreement, the Customer shall also pay to Unitil all of its costs incurred in connection with the EEMs and/or this Agreement, including without limitation, installation, repair or replacement, administration, product subsidy and costs of collection, including attorney fees and expenses.
9. The term of this Agreement is the period of time commencing with the date on which Unitil offers this rebate by delivering a rebate application and ending three (3) years after the Customer receives the rebate payment.
10. In the event that the Customer has any outstanding (overdue) balances due and owing to Unitil, the rebate may be assigned at the customer's option to be used to offset such outstanding debt(s).
11. The rights and obligations in this Agreement shall be binding upon any lessees, assigns, and future owners of those facilities at the Customer's Project site. The Customer agrees to include the restrictions contained in this Agreement in leases, purchase and sales agreements, contracts or other similar documents relating to the use and ownership of the facilities at the project site.
12. Unitil does not guarantee or warrant any energy and/or demand performance results to be achieved by the EEMs. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, or weather changes, all may impact the Customer's future energy use and cause actual savings to vary from estimated savings.
13. The Customer agrees to allow Unitil to perform an on-site evaluation of the installed EEMs as part of the Programs evaluation. This evaluation is strictly for informational purposes in order to determine the EEMs real and long-term savings. The evaluation will not alter the rebate amount in any way and the results will be treated confidentially by Unitil.
14. Unitil does not qualify, endorse, guarantee, nor warrant any particular manufacturer, product, or contractor/installer and provides no warranties, expressed or implied, for any product or services.
15. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, or manufacturers.
16. The Customer, as a condition of participation, is responsible for the safe and proper disposal of all wastes, hazardous or otherwise, and equipment, machinery or devices replaced by the EEMs installed under this letter of Agreement, in accordance with all laws, rules and regulation. The Customer assumes all risk and liability associated with said wastes, hazardous or otherwise, and equipment, machinery or

devices. The Customer must also agree to not install any of the replaced equipment or to sell this equipment for installation.

17. The Customer shall indemnify, defend and hold harmless Unitil, and its respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Programs or the performance of any services or other work in connection with the Programs ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
18. To the fullest extent allowed by law, Unitil's aggregate liability, regardless of the number of claims, shall be limited to paying approved rebates in accordance with these Terms and Conditions and the Program Materials. Unitil and its respective contractors, officers, directors, employees, agents, and representatives shall not be liable to the Customer or any other party for any other obligation, including but not limited to any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement. To the fullest extent allowed by law and as part of the consideration for participation in the Programs, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a rebate), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Programs, or these Terms and Conditions.
19. The actions, comments, or written materials of Unitil shall in no way be considered (i) tax advice; or (ii) advice on grants or incentives not administered by Unitil. Customer should consult the proper advisor for qualification determination. The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. Unitil is not responsible for the payment of any such taxes.
20. A breach of this Agreement will not be a cause for disconnection of a Customer's utility service.
21. Miscellaneous
  - a. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
  - b. Customer and Unitil agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
  - c. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles and any legal action will be adjudicated at a New Hampshire State court or New Hampshire administrative body of competent jurisdiction.

- d. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of its other provisions. Following a determination by a court or an administrative body of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect in accordance with their terms.
- e. The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Unitil as well as Customer and Unitil.
- f. Paragraph headings, paragraph numbering, and other headings are for information only and are not made a part of this Agreement.
- g. This Agreement sets forth the entire agreement between Customer and Unitil. No other prior or contemporaneous written or oral agreement and no subsequent oral agreements between Customer and Unitil will be binding on Customer and Unitil.
- h. This Agreement may be executed in two or more counterparts each of which shall constitute an original but all of which taken together shall constitute one in the same instrument.

To participate in the Programs, a duly authorized representative of the Customer must execute the rebate application and return it to Unitil. A signed copy of the fully executed rebate application will be returned to the Customer.



# LED Lighting Upgrade Proposal



Everett Arena  
15 Loudon Rd.  
Concord, NH 03301  
603-228-2784



Jan. 11, 2017  
Project Ready  
(per J. Bardwell)

## Project Cost Estimates\*

	TOTAL	ALL AREAS
Proposed Lighting Equipment	\$64,262	\$64,262
Submitted Labor & Materials	\$17,295	\$17,295
Estimated Project Proposal (before incentives)	\$81,557	\$81,557
less: Unfit Incentives **	(\$40,778)	(\$40,778)
% of Project Total	-50%	-50%
Estimated Net Investment	\$40,778	\$40,778
% of Project Total	50%	50%
OBR Financing - 48 months	\$849.55	

## Straight Payoff

	TOTAL	Custom
Annual Savings	(\$10,205)	(\$10,205)
Monthly Savings	(\$860)	(\$860)
Payoff (months)	48.0	48.0

## Investment Return

	TOTAL	Custom
1st Year Cumulative Return ROI%	(\$30,573) -75%	(\$30,573) -75%
2 Years Cumulative Return ROI%	(\$20,368) -50%	(\$20,368) -50%
3 Years Cumulative Return ROI%	(\$10,163) -25%	(\$10,163) -25%
5 Years Cumulative Return ROI%	\$10,248 25%	\$10,248 25%
10 Years Cumulative Return ROI%	\$61,274 100%	\$61,274 100%

## Annual CAPEX Impact

	TOTAL	Custom
Annual Capex (5 years)	(\$8,156)	(\$8,156)
Annual Savings resulting from CAPEX investment	\$10,205	\$10,205
Annual Impact Profit / Loss	\$2,050	\$2,050

## Environmental Impact\*

	TOTAL	Custom
Estimated Total kWh Savings (annual)	(64,597)	(64,587)
Per Year CO <sup>2</sup> Abatement (tons)*	(38.4)	(38.4)
2 Years Cumulative	(76.8)	(76.8)
3 Years Cumulative	(118.2)	(118.2)
5 Years Cumulative	(197.0)	(197.0)
10 Years Cumulative	(394.0)	(394.0)

\*Minimum CO<sup>2</sup> produced per kWh : 1.22 lbs. (<http://www.eia.gov>)







EXHIBIT B

This page intentionally left blank. It should be replaced with a copy of Warranty Statement for City of Concord.



## Warranty Statement



Affinity LED Light LLC

### Everett Arena LED Lighting – Warranty Policy

This limited warranty is provided by Affinity LED Light LLC ("Seller") to the City of Concord, NH ("Purchaser"), as the original purchaser of the LED lighting products as identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **FIVE (5) YEARS** from the date of project acceptance by the Purchaser, with high bay lighting over the ice at the Everett Arena extended to **SEVEN (7) YEARS** from the date of project acceptance by the Purchaser. The determination of whether the Product is defective shall be made by the Seller, in its sole discretion, with consideration given to the overall performance of the Product. This limited warranty is void if the product is not used for the purpose for which it was designed.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with a comparable product utilizing current technology at the time of replacement.

This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to acts of God or nature; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; unauthorized alteration/repair; accidents; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

This limited warranty includes field labor and service charges exclusively related to the repair or replacement of the Product determined defective, for a period of **ONE (1) YEAR** from the date of project acceptance by the Purchaser, with high bay lighting over the ice at the Everett Arena extended to **THREE (3) YEARS** from the date of project acceptance by the Purchaser.

In order to make a warranty claim, Purchaser must notify Seller in writing within sixty (60) days after discovery of the defect and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may request Purchaser to promptly return the Product to Seller, or its authorized service provider. Before returning any product, a Returned Material Authorization should be obtained from the Seller, and the RMA # clearly marked on the return packaging. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Affinity LED Light LLC.

The foregoing warranty provisions are exclusive and are given and accepted in lieu of any and all other warranties, whether expressed or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable for incidental, compensatory, consequential, indirect, special, or other damages.

This warranty is effective for purchases of Products on or after the effective date set forth below.

**Effective Date: February 27, 2017**

EXHIBIT C

Equipment Cut Sheets



### Product Description

AFFINITY LED LIGHTING's dimmable A-Type LED bulbs produce a warm, omni-directional light beam, with excellent color rendering. This lamp is intended for all dimmable or non-dimmable applications and is the ideal option to replace traditional 40W incandescent bulbs.

### Product Specifications

Type	A Type	Model number	FT0730KD
Equivalent to	40w	Operating Temp.	-20°C ~ 40°C
Wattage	7w	Life time	25,000Hrs
Lumen	450lm	CRI	Ra≥80
Voltage	120v	Diameter	60mm
CCT	3000K	Length	112mm
Base	E26	Dimmable	Yes
Power factor	>0.90	Weight	105g
Beam angle	Omni	Current	70mA

### Features & Applications

- Rated lamp life 30,000Hrs
- No mercury, no IR or UV
- Reduces energy cost by 83% (compared to 40W)
- Five years warranty
- Perfect alternative to incandescent
- Residential
- Commercial

### Packing details

Packaging Type	Single Box (1pcs)	Outer Carton (50pcs/carton)
Dimensions ( L x W x H )	65*65*125mm	345*345*278mm

**Product Advantages**

Omni-directional light beam

Smooth heat sink aluminium

Dimmable to 10%



Instant-on at full brightness

80°C (175°F)  
500hrs oven test

Longer aging time,  
Superior reliability

**Mechanical Drawing**

**Energy Star Listed Item**

Model Number	Watt	Lumen	CCT	Energy Star
FT0730KD	7W	450lm	3000K	Yes

**Certifications**





### Product Description

AFFINITY LED LIGHTING's dimmable A-Type LED bulbs produce a warm, omni-directional light beam, with excellent color rendering. This lamp is intended for all dimmable or non-dimmable applications and is the ideal option to replace traditional 40W incandescent bulbs.

### Product Specifications

Type	A Type	Model number	FT0730KD
Equivalent to	40w	Operating Temp.	-20°C ~ 40°C
Wattage	7w	Life time	25,000Hrs
Lumen	450lm	CRI	Ra≥80
Voltage	120v	Diameter	60mm
CCT	3000K	Length	112mm
Base	E26	Dimmable	Yes
Power factor	>0.90	Weight	105g
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### Features & Applications

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- No mercury, no IR or UV
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Dimensions ( L x W x H )	65*65*125mm	345*345*278mm

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80°C (175°F)  
500hrs oven test

Longer aging time,  
Superior reliability

**Mechanical Drawing**

**Energy Star Listed Item**

Model Number	Watt	Lumen	CCT	Energy Star
FT0730KD	7W	450lm	3000K	Yes

**Certifications**







### Product Descriptions

Affinity LED Lighting's Wall Pack Series provide safe, reliable area lighting using Phillips LED technology. The updated slim, design is made from die-cast aluminum, with a shatter-resistant lens, corrosion resistant waterproof powder-coat finish and IP65 rating.

### Product Specifications

Type	Wall Pack	Model number	WFC2-30W-XXK
Equivalent to	75W-150W	Operating Temp	-30°C~40°C
Wattage	30W	L70 Lifetime	>50,000Hrs
Lumen	3000lm	CRI	Ra≥75
Voltage	100-277V	LxWxH	198x168x109mm
CCT	3000-5000K	Weight	2.1kg (4.5lbs)
Power factor	>95%	Current	700mA
Beam angle	140°		

### Features & Applications

- Rated lamp life 50,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 70%
- Five years warranty
- Perfect alternative to MH & HPS Wall Pack Installations
- Parking Garages
- Public Areas
- Outdoor Walkways

### Packing details

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	215*135*240mm

## 30W Wall Pack FC (full cutoff) WFC2-30W-XXK

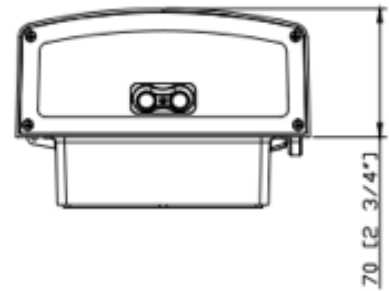
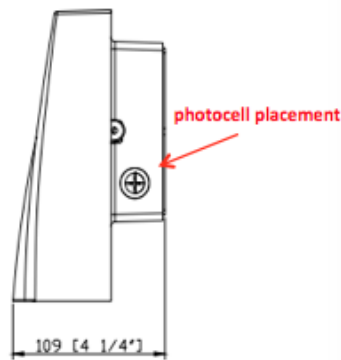
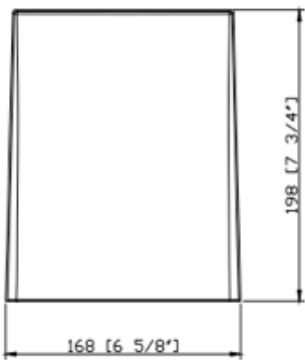
### Product Advantages

- High powered Philips LED's
- Corrosion resistant powder-coat finish
- Instant-On Full Brightness



- Shatter and UV Resistant lens
- IP65 Rating

### Mounting



### DLC Listed Item

DLC Model Number	Watt	Lumen	CCT	DLC
Brand: MESTER WPI30W27V40KYY WPI30W27V50KYY	30W	3000 lm	4000K 5000K	YES YES

### Certifications



LM79 LM80



### Product Description

AFFINITY LED LIGHTING's dimmable A-Type LED bulbs produce a warm, omni-directional light beam, with excellent color rendering. This lamp is intended for all dimmable or non-dimmable applications and is the ideal option to replace traditional 60W incandescent bulbs.

### Product Specifications

Type	A Type	Model number	FT1230KD
Equivalent to	60w	Operating Temp.	-20°C ~ 40°C
Wattage	12w	Life time	25,000Hrs
Lumen	800lm	CRI	Ra≥80
Voltage	120v	Diameter	60mm
CCT	3000K	Length	112mm
Base	E26	Dimmable	Yes
Power factor	>0.90	Weight	115g
Beam angle	Omni	Current	95mA

### Features & Applications

- Rated lamp life 30,000Hrs
- No mercury, no IR or UV
- Reduces energy cost by 80% (compared to 60W)
- Five years warranty
- Perfect alternative to incandescent
- Residential
- Commercial

### Packing details

Packaging Type	Single Box (1pcs)	Outer Carton (50pcs/carton)
Dimensions ( L x W x H )	65*65*125mm	345*345*278mm

**Product Advantages**

Omni-directional light beam

Smooth heat sink aluminium

Dimmable to 10%



Instant-on at full brightness

80°C (175°F)  
500hrs oven test

Longer aging time,  
Superior reliability

**Mechanical Drawing**

**Energy Star Listed Item**

Model Number	Watt	Lumen	CCT	Energy Star
FT1230KD	12W	800lm	3000K	Yes

**Certifications**



# Fixture Mount PIR High-Bay Wet Location External Occupancy Sensor



OSFHW



OSFHW  
(with Aisle Mask installed)

## DESCRIPTION

The Fixture Mount PIR High-Bay Wet Location External Occupancy Sensor (OSFHW) is ideal for damp or wet locations such as supermarket meat departments, food processing plants, parking garages and other wash down, high ceiling applications. The OSFHW features a IP65 rating for indoor and outdoor locations and is designed to withstand dust and pressure washers. The sensor comes with two interchangeable lenses for use in either a 360° high-bay or 360° low-bay general area and includes an aisle mask accessory.

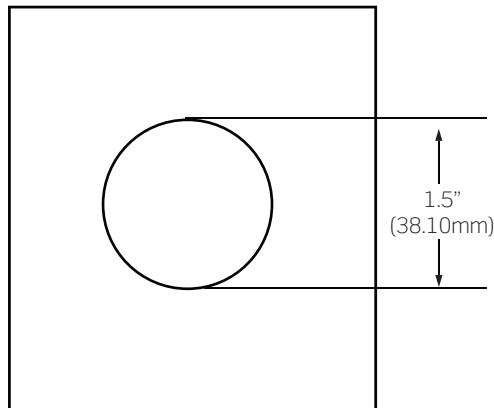
## BASIC OPERATION

The OSFHW installs directly to an industrial fluorescent luminaire or an electrical junction box. The self-contained sensor and relay turns individual light fixtures ON or OFF based on occupancy in the detection zone. The OSFHW provides reliable coverage for up to 40 ft. mounting heights.

## INSTALLATION

The OSFHW mounts directly to an industrial fluorescent fixture or an electrical junction box through a standard 1/2" knockout using the provided lock-nut. Wiring is connected inside the fixture body. Optional offset adapter is available for fixtures requiring additional clearance.

### Standard 1/2" Knockout\*



\*18-22 Gauge Steel

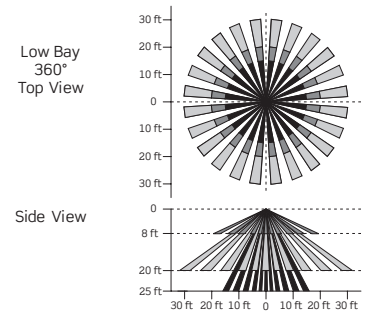
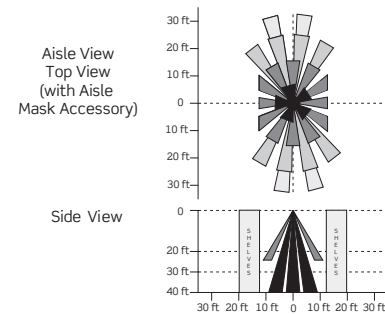
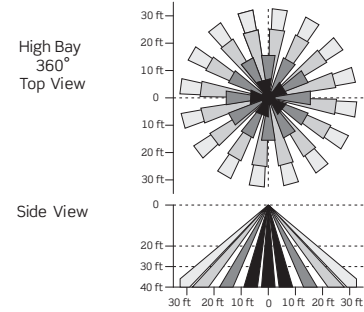


## PRODUCT DATA

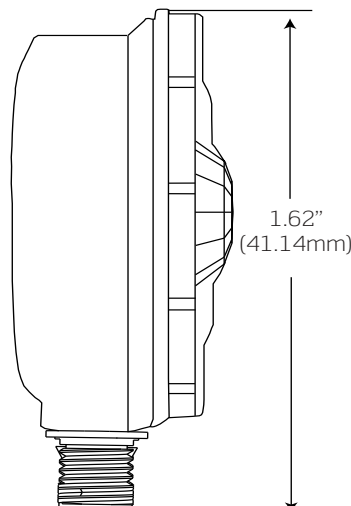
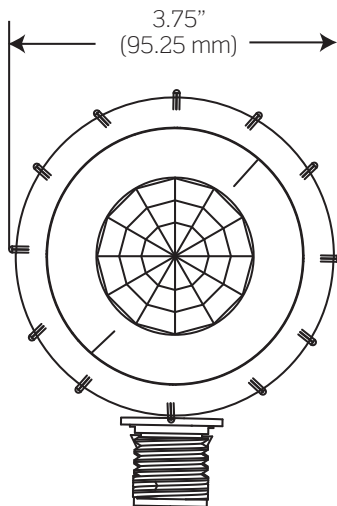
### FEATURES

- **Quicksnap:** built into the 1/2" nipple, this locking mechanism allows for the fastest and easiest mounting not requiring a threaded lock-nut
- **Aisle mask:** one unit includes interchangeable 360° high-bay (20-40') and 360° low-bay (8-25') lenses and an aisle mask accessory
- **Fast, easy time delay setting:** can be set at any time without requiring power to the sensor; time delay is variable from 30 sec-30 min
- **Instantly verify fixture operation and wiring connections:** "instant ON" closing relay fires lamps in under 5 seconds
- **High Inrush Stability (H.I.S.) Technology:**
  - Zero crossing circuitry optimizes relay operation for reliable, long-life operation
  - Robust mechanical latching relay is durable for all load types
- **Auto temperature calibration:** automatically adjusts the PIR sensitivity as ambient temperature rises to increase detection of heat movement through the field-of-view
- **Return to last state:** for safety and energy savings, the OSFHW contains a latching relay—in the event that power is lost to the device, the device will return to the last known state of the relay
- **False detection intelligence:** for increased energy savings and to mitigate nuisance tripping, the super-bright LED indicates advanced detection has been activated and the lights will only turn ON when true occupancy has been determined

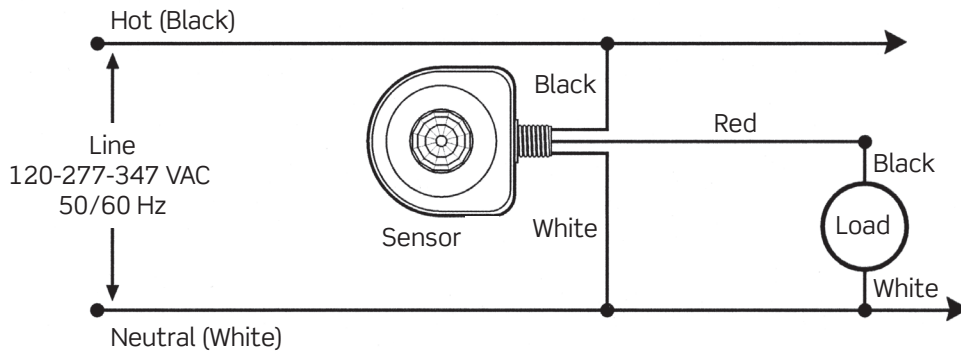
### FIELDS-OF-VIEW



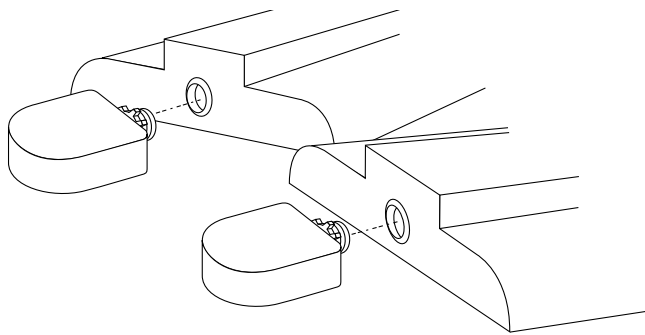
### DIMENSIONS



**WIRING DIAGRAM**

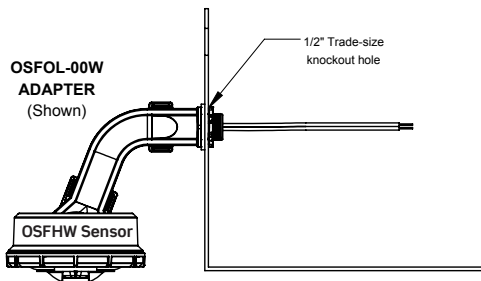


**FIXTURE MOUNTING**

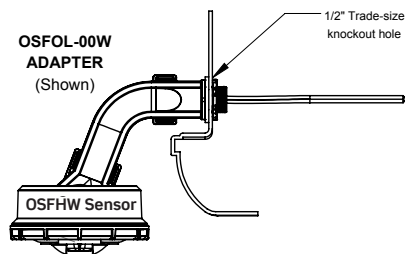


**FIXTURE MOUNTING WITH ADAPTOR ASSEMBLY**

**FLAT LUMINAIRE**



**LUMINAIRE WITH LIP**



**Note:** For taller fixtures, an offset adapter can be used for appropriate sensor positioning

**SPECIFICATIONS**

<b>ELECTRICAL</b>	
<b>Input Voltage</b>	120-277-347VAC
<b>Operational Frequencies</b>	50/60 Hz
<b>Load Rating</b>	800VA @ 120VAC Ballast 1200VA @ 277VAC Ballast 1500VA @ 347VAC Ballast Motor: 1/4 HP Load @ 120V
<b>Standby Power Consumption</b>	120V - 130mW - .13W 277V - 450mW - .45W 347V - 460mW - .46W
<b>Time Delay</b>	30 sec-30 min (factory set to 30 sec - no power required to set)
<b>Wire Designation</b>	-ITW models: Line-Black, Load-Red, Neutral-White
<b>ENVIRONMENTAL</b>	
<b>Operating Temperature Range</b>	-40 to 160° F (-40 to 71° C)
<b>Storage Temperature Range</b>	-14 to 60° F (-25 to 71° C)
<b>Relative Humidity</b>	20 to 90% non-condensing
<b>PHYSICAL</b>	
<b>Dimensions</b>	OSFHW: 4.75" (120.65mm)H x 3.75" (95.25mm)W
<b>Construction</b>	High-impact, injection molded plastic housing
<b>Color</b>	White
<b>OTHER</b>	
<b>Agency Listings</b>	UL and cUL Listed, IP65 rated, meets energy code requirements for ASHRAE 90.1 and Title 24
<b>Warranty</b>	Limited 5-Year

**OSFHW**

**ORDERING INFORMATION**

<b>CAT. NO.</b>	<b>DESCRIPTION</b>
OSFHW-CTW	Fixture Mount PIR High Bay Wet Location External Occupancy Sensor, 7.5" wire lead length, interchangeable adjustable 360° low-bay (8'-20'), and high-bay (20'-40') lenses, blue aisle mask
OSFOL-00W	Watertight Offset Adapter Accessory for OSFHW, 1 position, white
OSFWL-CTW	Assembly of the OSFOL Adapter and OSFHW-CTW Sensor with 21" leads, 120-277-347VAC

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**Visit our Website at: [www.leviton.com/sensors](http://www.leviton.com/sensors)**

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***T8 18W 4' Linear Ballast Compatible***  
**T8L4-18W-XXF3BC (Frosted Cover)**  
**T8L4-18W-XXC3BC (Clear Cover)**



### Product Description

Affinity LED Lighting's 4-foot T8 Linear High Output Ballast Compatible Retrofit Lamps work with most ballasts (or without) for a simple solution that delivers lighting cost savings, instant-on responsiveness and reliable maintenance free light. An ideal replacement for current T8 & T12 linear installations.

### Product Specifications

Type	T8 Linear	Model Number	T8L4-18W-XXX3BC
Equivalent to	32W T8 / 40W T12	Operating Temp.	-20°C ~40°C
Wattage	18w	Life time	50,000Hrs
Rated Lumens	2212 lm	CRI	Ra≥80
Voltage	100-277v	Diameter	28mm
CCT	3000-5000K	Length	1200mm
Base	G13	Dimmable	Non-Dimmable
Power Factor	>96%	Weight	370g
Beam Angle	120°	Current	250mA

### Features & Applications

- Rated lamp life 50,000Hrs
- No mercury, no IR or UV, reduces costs up to 75%
- Five years warranty
- Perfect alternative to T8 & T12 linear fluorescent tubes
- Offices
- Schools
- Retail
- Garages
- Hotels
- Healthcare

### Packing details

Packaging Type	Outer Carton (25pcs/carton)
Dimensions ( L x W x H )	1238mm * 218mm * 238mm

## Installation Procedures

### INSTALLATION INSTRUCTION

#### Plug and Play Led Tube

#### Prepair for Installation

1. Check the ballast installed in the field and make sure the ballast is in manufacturer's ballast list.
2. Loose and damaged lamp holder and socket need to be adjusted or be replaced.

#### Direct Replacement Procedure

1. Turn off the power to the light fixture at the breaker panel before installation.

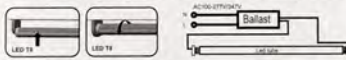


2. Open the diffuser from the light fixture.

3. Remove the fluorescent tubes. Please dispose of these items properly as they contain mercury.



4. Put led tube into the lighting fixture. Ensure pins are firmly seated in lampholders.



5. Install the LED tubes, close the diffuser.

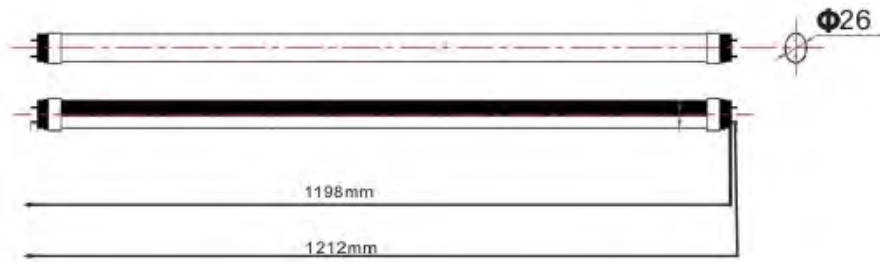
6. Switch on power to the fixture.



### WARNING

- Risk of fire and electronic shock.
- This lamp can work with existing instant-start, rapid start, programmed start, dimming start and emergency ballast as manufacturer ballast list.
- These lamps are to be used in indoor damp location only .
- If the lamp or luminaire exhibits undesirable operation (Buzzing, Flickering, etc), immediately turn off power,remove lamp from luminaire and contact manufacturer.
- Do not make mass installation before sample testing.

## Mechanical Drawing



## DLC Listed Item

Model Number	Watt	Lumen	CCT	DLC v2.1
T8L4-18W-30F3BC T8L4-18W-30C3BC	18W	2,212	3000K	Yes
T8L4-18W-35F3BC T8L4-18W-35C3BC			3500K	Yes
T8L4-18W-40F3BC T8L4-18W-40C3BC			4000K	Yes
T8L4-18W-45F3BC T8L4-18W-45C3BC			4500K	Yes
T8L4-18W-50F3BC T8L4-18W-50C3BC			5000K	Yes

## Certifications



**LM79 LM80**

Manufacturer: Affinity LED Light LLC

Brand Name: Affinity LED Light

[VIEW DETAILS](#)[VIEW PARENT \(2\)](#)

Product Id: PBTWR64G

Model No.: T8L4-18W-40F3BC

Categories: Four-Foot Linear Replacement Lamps

Notes: Internal driver; operates off existing fluorescent ballast

[Close Details](#) 

## RATED DATA

Light Output 2,212 lm Efficacy 105.8 lm/W

Wattage 20.9 W CRI 82.4

CCT 4,000 K

Power Factor 0.9928

Total Harmonic Distortion 7.68 %

Lifetime N/A

Warranty N/A

Dimmable: Not Yet Verified



**Product Descriptions**

Affinity LED Lighting's new All Weather Area & Roadway High-Output Flood Luminaire delivers reliable, weather-rated maintenance-free high-lumen output lighting. The functional design is made from die-cast aluminum, with a corrosion resistant waterproof powder-coat finish and IP65 rating.

**Product Specifications**

Type	A & R Flood	Model number	FL3-120W-XXK
Equivalent to	250-400W	Operating Temp	-30°C~40°C
Wattage	120W	Lifetime	>100,000Hrs
Lumen	15,800lm	CRI	Ra≥70
Voltage	100-277V	LxWxH	365x220x180mm
CCT	4000K-5700K	Weight	7.5kg (16.5lbs)
Power factor	>93%	Current	1.2A
Beam angle	Type II (150°x75°)		

**Features & Applications**

- Rated lamp life 100,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 70%
- 10 Yr Limited Warranty ( See Warranty Statement for details)
- Perfect alternative to MH & HPS Shoebox and Area Floods
- Roadways
- Parking Lots
- Area Lighting
- Parks

**Packing details**

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	460*380*180mm

**Product Advantages**

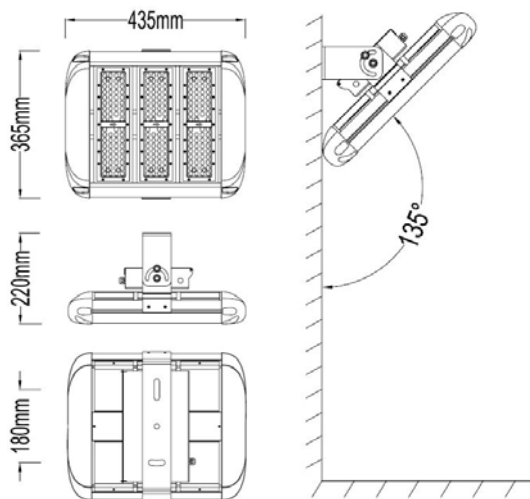
- High-Output 139lm/W PHILIPS LED's
- Corrosion resistant powder-coat finish
- Instant-On Full Brightness



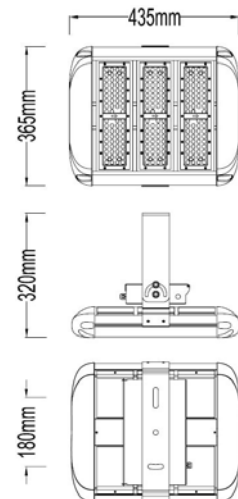
- Short & Long Bracket Mounting
- Shatter and UV Resistant Type II lens
- IP65 Rating

**Mounting**

Short Arm Bracket



Long Arm Bracket



**DLC Listed Item**

DLC Model Number	Watt	Lumen	CCT	DLC
MANUFACTURER: SNC OPTO ELECTRONIC SNC-FL-120W-111X-1601	120W	15,800lm	4000K 5000K 5700K	Yes

**Certifications**



**LM79 LM80**

# Decora® Wall Switch Multi-Technology Occupancy Sensor



OSSMT-MD/GD

## BASIC OPERATION

Occupancy sensors have two tasks: keeping the lights ON while the space is occupied and turning the lights OFF when unoccupied.

The PIR sensors provide immunity to false ON through a specialized Fresnel lens which divides the field-of-view into sensor zones. When a person passes into or out of a sensor zone, the sensor detects motion and switches the lights ON.

The Ultrasonic (U/S) sensors provide maximum sensitivity and range in difficult spaces with irregular shaped rooms and partitions that can block the PIR field-of-view. A pair of U/S sensors will detect Doppler shifts caused by motion in a space preventing false OFF. These sensors are more sensitive to small movements since they do not rely on zones.

## APPLICATIONS

Leviton's OSSMT Multi-Technology Decora Wall Switch Occupancy Sensor is used to provide automatic lighting control for energy savings and convenience in a variety of commercial applications:

- Retrofit
- Private and executive offices
- Conference rooms
- Storage areas
- Restrooms
- Classrooms
- Lounges
- Training areas
- Multi-location switching (similar to 3-way)

## SELF-ADAPTIVE TECHNOLOGY

Designed for "install and forget" use, the OSSMT automatically analyzes room conditions and adapts to errors or changing environment.

## HOW THE OSSMT-MD AUTOMATICALLY ADAPTS

CONDITION	EXAMPLE	ADAPTIVE REACTION
<b>False-ON:</b> Sensor incorrectly turns the lights ON.	The sensor detects movement in the corridor or hallway and the room light turns ON.	After an initial movement is sensed, if another movement is not sensed within the timer setting the delayed off-time setting is automatically reduced.
<b>False-OFF:</b> Sensor incorrectly turns the lights OFF.	The sensor does not detect movement because an occupant is virtually motionless and the lights turn OFF.	If motion is detected shortly after the lights go OFF, the current delayed off-time setting is increased.

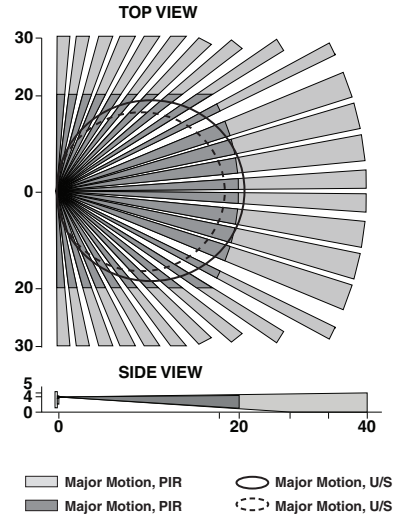
## PRODUCT DATA

### FEATURES

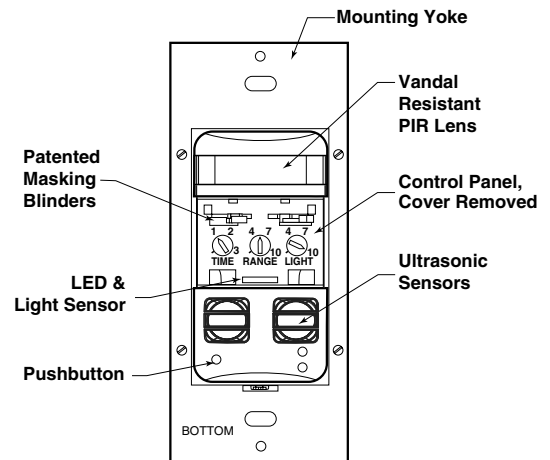
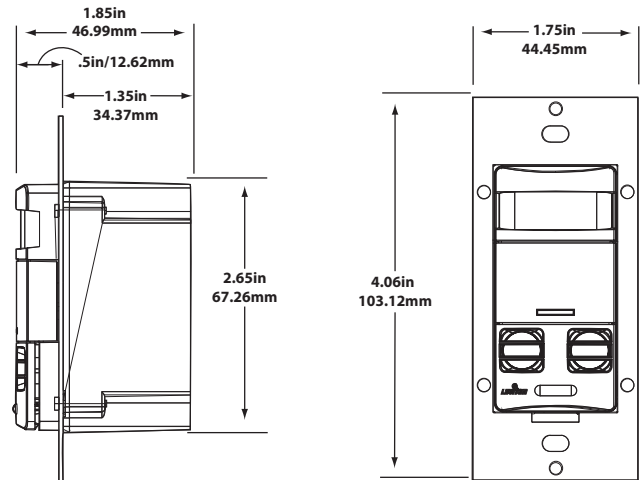
- Fast, simple Installation: Fits in a standard wall box and replaces a single-pole wall-switch; neutral and no neutral options available. Sensor can be ganged together with other units in a multiple-switch wall plate.
- Low-profile design eliminates obtrusive “scanning-device” look. Elegant Decora wallplates complement any interior for sleek aesthetics; uses Decora wallplates and coordinates with Leviton’s popular line of Decora wiring devices.
- Convenient Pushbutton provides manual-ON/OFF light switching at any time.
- Segmented Fresnel lens provides optimum sensitivity and performance. Designed with an extensive “minor motion” area where even slight body movements will be detected.
- Vandal resistant PIR lens.
- Patented Blinders: Adjustable horizontal field-of-view (PIR may be adjusted between 180° and 60° of arc by using integral blinders located on either side of the lens). No masking required.
- Manual-ON/auto-OFF mode for installations where manual-ON switching is required but auto-OFF switching is still desired for CEC Title 24 energy savings.
- To comply with CED Title 24, LED indicator light flashes when sensor detects motion to verify detection is active. Green flashes for ultrasonic, red flashes for PIR.
- Time: The delayed OFF time is preset at 30 minutes in the Auto Adapting mode. A choice of four delayed-OFF time settings are available: 30-seconds (for walking test purposes only), 10, 20, and 30 minutes for fixed time and auto adapting. The LED will flash when the adjusting knob is set to the indicated time value.
- Ambient Light Recognition: Integrated light sensor prevents lights from turning on when the room is adequately illuminated by natural light.
- Self-Adaptive Technology: Callbacks for adjustment are eliminated. Time delay and sensitivity settings are continually adjusted to occupant patterns of use in auto adapt mode.
- Exclusive Walk-through Feature provides increased energy savings by not leaving the lights ON for an extended period after only momentary occupancy.
- Vacancy Confirmation: When the time out expires and the relays turn OFF, a 30 second (OSSMT-G) or 40 second (OSSMT-M) vacancy confirmation exists to turn the relays back on.
- False detection circuitry.
- Small Motion Sensitivity (U/S): Ultrasonic technology provides excellent minor motion sensitivity.
- Ability to disable U/S (OSSMT-M). For added flexibility, OSSMT-G has the ability to disable both PIR and U/S.
- Presentation Mode feature: For slide or film presentations, allows pushbuttons to turn lights OFF and keep them OFF while the room is occupied.
- Exclusive Leviton H.I.S. Circuitry. Specifically designed to handle today’s high inrush electronic ballast loads and offer unmatched durability and service.
- True Zero-Cross Relay switches at the zero crossing point of the AC power curve to ensure maximum contactor life and compatibility with electronic ballasts.

### FIELD-OF-VIEW

The OSSMT provides a 180° field-of-view with a maximum coverage area of approximately 2400 square feet. The maximum sensing distance in front of the sensor is 40 feet, and side to side is 30 feet. The “minor motion” zone detects relatively small body movements and allows the lights to stay ON even though a person may not be moving or walking around the room. The remainder of the field-of-view, the “major motion” zone, exhibits a lesser degree of sensitivity and requires larger movements.



### DIMENSIONAL DIAGRAMS



## INSTALLATION

The OSSMT is preset to deliver optimum performance in a wide variety of applications without requiring any adjustments during installation. Exclusive self-adjusting operating features will automatically compensate for real-time occupancy patterns to provide maximum convenience and energy savings. The unit may replace a single-pole wall switch mounted in a standard wall box. The OSSMT-MD must have a neutral and be properly grounded in order to operate. The OSSMT-GD does not require a neutral for installation. The unit's integral blinders may be used to restrict the field of view to prevent unwanted detection of traffic. It should be positioned at least 6 feet away from HVAC registers. Note that whenever the unit is powered up, it will take approximately 1 minute to begin normal operation.

## SPECIFICATIONS

ELECTRICAL			
Line Voltage	120-230-277/347 VAC		
Power Consumption		U/S & PIR	PIR only
OSSMT-MD	120V 277V 347V	390mW 480mW 500mW	190mW 270mW 350mW
OSSMT-GD	120V 277V	110mW 340mW	70mW 310mW
Operational Frequency	50/60Hz		
Ultrasonic Operating Frequency	40kHz		
Wire Designation	Line-Black Neutral-White Load-Blue Ground-Green		
Load Rating	Incandescent/Tungsten: 800W @ 120V Fluorescent: 1200VA @ 120V 2700VA @ 277V , 1500VA @ 347V Motor: 1/4 HP @ 120V,		
ENVIRONMENTAL			
Operating Temperature Range	32°F to 104°F (0°C to 40°C)		
Storage Temperature Range	14°F to 185°F (-10°C to 85°C)		
Relative Humidity	20% to 90% non-condensing		
OTHER			
Listings	OSSMT-MD = UL/cUL OSSMT-GD = ETL/cETL Listed, CSA OSSMT-M3 = cETL Listed, CSA CEC Title 24 Compliant, FCC Compliant		
Warranty	Limited Five-Year Warranty		

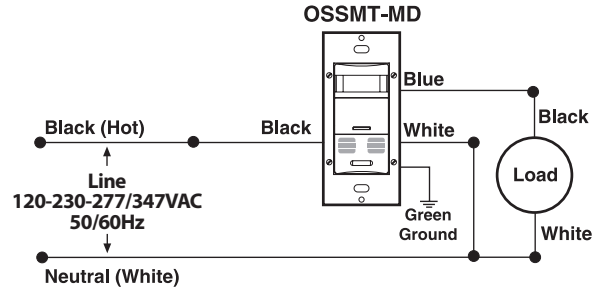
## ORDERING INFORMATION

CAT. NO. *	DESCRIPTION
OSSMT-MDx	Multi-Technology Wall Switch Occupancy Sensor
OSSMT-GDx	No Neutral, Multi-Technology Wall Switch Occupancy Sensor
OSSMT-M3x	Multi-Technology Wall Switch Occupancy Sensor 347V

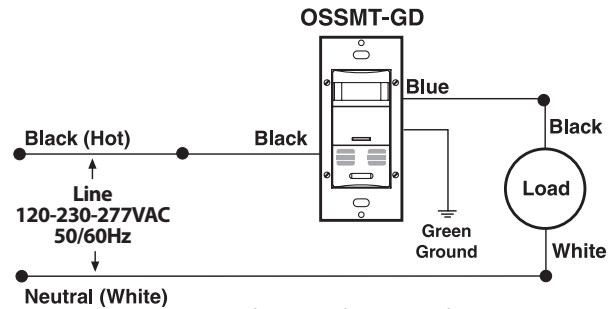
\* Replace x with (W) White, (I) Ivory, (T) Light Almond, (G) Gray, Ebony (-E), or Red (-R)  
**NOTE:** OSSMT-M3x model available in (W) White and (I) Ivory only.

\* NAFTA compliant and Made in USA models available.

## WIRING DIAGRAM

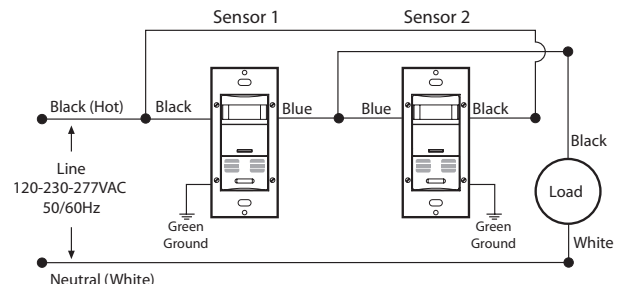


OSSMT-MD Wall Switch Occupancy Sensor Wiring Diagram, Single Location Control



Note: Ground wire must be connected.

OSSMT-GD Wall Switch Occupancy Sensor Wiring Diagram, Single Location Control



Note: Ground wire must be connected.

OSSMT-GD Wall Switch Occupancy Sensor Wiring Diagram, Two Location Control



**LEVITON SPECIFICATION SUBMITTAL**

JOB NAME:	CATALOG NUMBERS:
JOB NUMBER:	

**Leviton Manufacturing Co., Inc. Lighting & Energy Solutions**

201 N. Service Rd. Melville, NY 11747-3138 Tech Line: 1-800-824-3005 Fax: 1-800-832-9538 [www.leviton.com/les](http://www.leviton.com/les)

**Leviton Manufacturing of Canada, Ltd.**

165 Hymus Boulevard, Pointe Claire, Quebec H9R 1E9 • Telephone: 1-800-469-7890 • FAX: 1-800-563-1853

**Leviton S. de R.L. de C.V.**

Lago Tana 43, Mexico DF, Mexico CP 11290 • Tel. (+52) 55-5082-1040 • FAX: (+52) 5386-1797 • [www.leviton.com.mx](http://www.leviton.com.mx)

**Visit our Website at: [www.leviton.com/les](http://www.leviton.com/les)**

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### Product Descriptions

Affinity LED Lighting's new All Weather Area & Roadway High-Output Flood Luminaire delivers reliable, weather-rated maintenance-free high-lumen output lighting. The functional design is made from die-cast aluminum, with a corrosion resistant waterproof powder-coat finish and IP65 rating.

### Product Specifications

Type	A & R Flood	Model number	FL3-150W-XXK
Equivalent to	400-500W	Operating Temp	-30°C~40°C
Wattage	150W	Lifetime	>100,000Hrs
Lumen	20,867m	CRI	Ra≥70
Voltage	100-277V	LxWxH	365x220x180mm
CCT	4000K-5700K	Weight	7.5kg (16.5lbs)
Power factor	>93%	Current	1.2A
Beam angle	Type II (150°x75°)		

### Features & Applications

- Rated lamp life 100,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 70%
- 10 Yr Limited Warranty ( See Warranty Statement for details)
- Perfect alternative to MH & HPS Shoebox and Area Floods
- Roadways
- Parking Lots
- Area Lighting
- Parks

### Packing details

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	460*380*180mm

# 150W Area & Roadway Flood FL3-150W-XXK

## Product Advantages

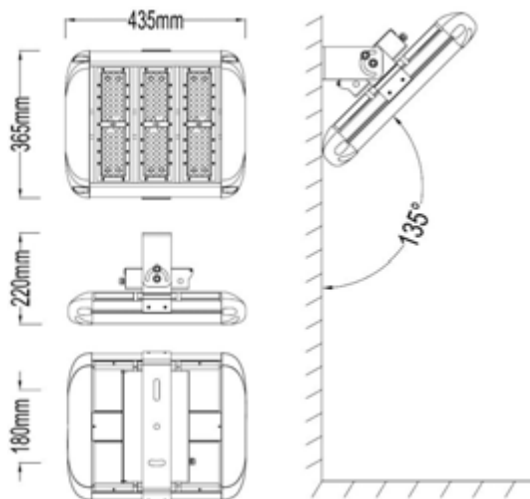
- High-Output 139lm/W PHILIPS LED's
- Corrosion resistant powder-coat finish
- Instant-On Full Brightness



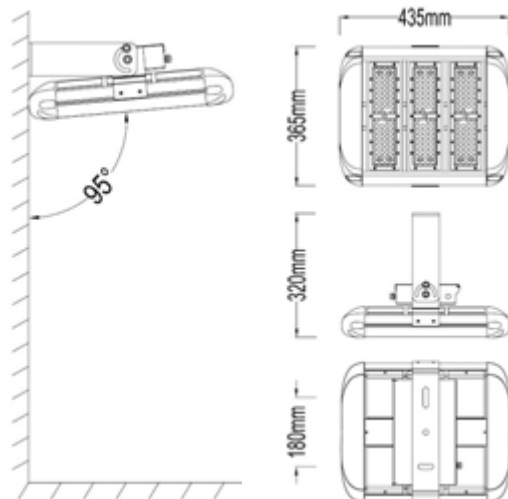
- Short & Long Bracket Mounting
- Shatter and UV Resistant Type II lens
- IP65 Rating

## Mounting

Short Arm Bracket



Long Arm Bracket



## DLC Listed Item

DLC Model Number	Watt	Lumen	CCT	DLC
------------------	------	-------	-----	-----

MANUFACTURER: SNC OPTO ELECTRONIC

SNC-FL-150W-111X-1601

150W

21,000lm

4000K  
5000K  
5700K

Yes

## Certifications



**LM79 LM80**



### Product Descriptions

TOPPO's LED Ceiling Dome luminaire produces a soft, glare-free and even light with excellent color rendering. Designed for versatility, cost savings and long lamp life in surface mounted illumination, this is an ideal replacement for most traditional incandescent and fluorescent fixtures.

### Product Specifications

Type	Ceiling Dome	Model number	TP-CL-18
Equivalent to	75W	Operating Temp.	-20°C~40°C
Wattage	18w	Life time	36,000Hrs
Lumen	1650lm	CRI	Ra≥80
Voltage	90-277v	Diameter	350mm (13.75")
CCT	4000K	High	100mm (3.9")
Base	surface mount	Dimmable	No
Power factor	>97%	Weight	390g
Beam angle	120°	Current	250mA

### Features & Applications

- Rated lamp life 36,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 85%
- Five years warranty
- Perfect alternative to fluorescent surface mount fixtures
- Stairwells
- Hallways
- Bathrooms
- Workshops

### Packing details

Packaging Type	Single Box (1pcs)
Dimensions ( L x W x H )	370*370*110mm

**Product Advantages**



**Mechanical Drawing**

**Energy Star Listed Item**

Model Number	Watt	Lumen	CCT	Energy Star
TP-CL-18	18W	1650lm	4000K	Yes

**Certifications**



**LM79 LM80**



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# ENERGY STAR Certified Light Fixtures

## Product Details: TOPPO - TP-CL-18

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**Specifications**

Additional Model Information

<b>ENERGY STAR Partner ⓘ:</b>	Shenzhen Toppo Lighting Co Ltd.
<b>Indoor/Outdoor:</b>	Indoor
<b>Fixture Type:</b>	Ceiling Mount
<b>Commercial Versus Residential ⓘ:</b>	Residential
<b>Technology ⓘ:</b>	LED
<b>Light Output (lumens) ⓘ:</b>	1400
<b>Appearance/Correlated Color Temperature (K) ⓘ:</b>	4000/4100K
<b>Total Input Power (Watts) ⓘ:</b>	18.0
<b>Color Quality (CRI) ⓘ:</b>	81
<b>Energy Efficiency - Measured at the Source (lumens/Watt) ⓘ:</b>	99.5
<b>Power Factor ⓘ:</b>	0.97
<b>Light Source Life (hrs) ⓘ:</b>	36000
<b>Special Features ⓘ:</b>	Non-Dimmable
<b>Date Available On Market ⓘ:</b>	07/01/2014
<b>Date Qualified ⓘ:</b>	07/28/2014
<b>Markets ⓘ:</b>	United States



### Product Descriptions

Affinity LED Lighting's new Linear High Output High Bay Luminaire delivers maintenance-free lighting using the latest high efficacy lumens technology. The slim, low profile design provides outstanding light distribution with thermal management for ambient temperatures up to 55°C.

### Product Specifications

Type	Linear High Bay	Model number	HBL2-160W-XXKD
Equivalent to	6F54 T5HO	Operating Temp	-20°C~40°C
Wattage	160w	L70 Lifetime	>50,000Hrs
Lumen	22,200lm	CRI	Ra≥80 610mm
Voltage	100-277v	Diameter	(24.0") 148mm
CCT	5000K	High	(5.8")
Power factor	>99%	Weight	>9.5kg (20.9 lbs)
Beam angle	>120° MD lens	Current	1.33A

### Features & Applications

- Rated lamp life >50,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 85%
- Five years warranty
- Perfect alternative to T5 fluorescent & MH High Bays
- Commercial
- Industrial
- Gymnasiums
- Warehouses

### Packing details

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	690*680*80mm

**Product Advantages**

High powered low-glare LED's

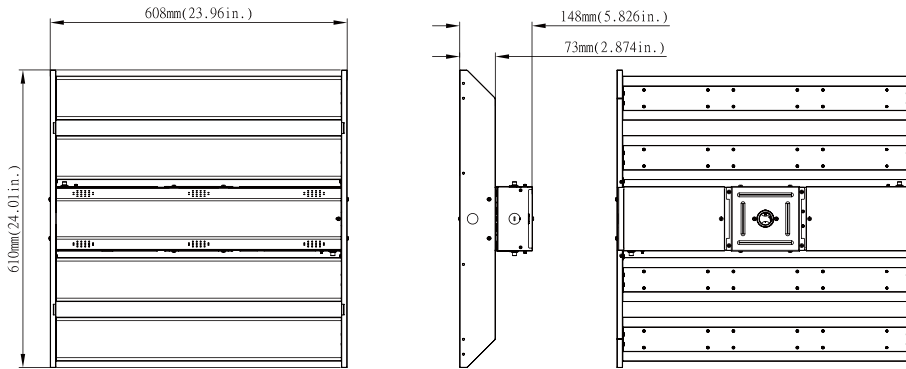
Corrosion resistant powder-coat finish



Instant-On Full Brightness

Wide-angle and Rack Bay Optics available

**Dimensions**



**DLC Listed Item**

DLC Model Number	Watt	Lumen	CCT	DLC
<b>Brand: Mester</b>				
<b>HBL22D160W27V50KYYY</b>	<b>160W</b>	<b>22,200lm</b>	<b>5000K</b>	<b>YES</b>

**Certifications**



**LM79 LM80**





### Product Descriptions

Affinity LED Lighting's Wall Pack Series provide safe, reliable area lighting for improved light quality and years of maintenance-free operation. The updated slim design is made from die-cast aluminum, with a UV and shatter-resistant polycarbonate lens, corrosion resistant waterproof powder-coat finish and IP65 rating.

### Product Specifications

Type	Wall Pack	Model number	WFT2-45W-XXK
Equivalent to	150W-250W HPS/MH	Operating Temp	-30°C~40°C
Wattage	45W	L70 Lifetime	>50,000Hrs
Lumen	5200lm	CRI	Ra≥70
Voltage	100-277V	LxWxH	361x235x188mm
CCT	3000-5000K	Weight	3.3kg (7.25lbs)
Power factor	>95%	Current	350mA
Beam angle	120°		

### Features & Applications

- Rated lamp life 50,000Hrs
- No mercury, no IR or UV, reduces energy cost up to 85%
- Five years warranty
- Perfect alternative to MH & HPS Wall Pack Installations
- Security Lighting
- Pathway/Perimeter Lighting
- Building entryways
- Outdoor Walkways

### Packing details

Packaging Type	Master Carton (1pc)
Dimensions ( L x W x H )	390*230*315mm

**Product Advantages**

High powered  
Philips LED's

Corrosion resistant  
powder-coat finish

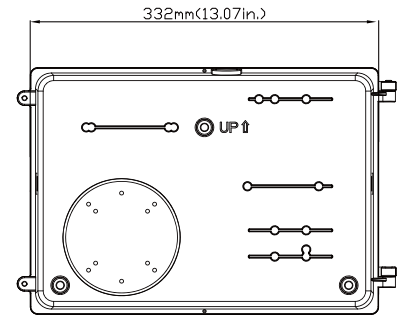
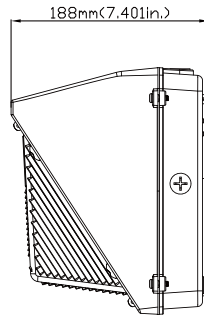
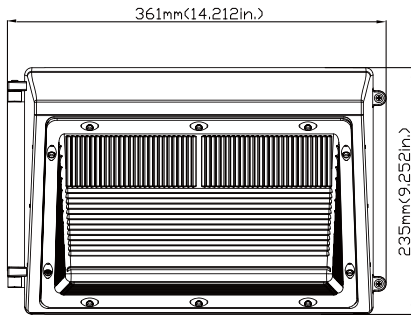
Instant-On  
Full Brightness



Shatter and UV  
Resistant lens

IP65 Rating

**Dimensions**



**DLC Listed Item**

DLC Model Number	Watt	Lumen	CCT	DLC
<b>Brand: Mester</b>				
WP45W27V40KYY	45W	5200lm	4000K	YES
WP45W27V50KYY			5000K	YES

**Certifications**



**LM79 LM80**

TYPE: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_  
 NOTES: \_\_\_\_\_



# ELXN400 LED Series

Low energy and low maintenance for moderate budget application

## Features

- Fully adjustable LED glare-free heads
- 3.6V-3.6W long-life LED illumination
- Legend illumination by red or green long-life LEDs

## Construction

- Frame, faceplate, backplate and canopy are made of injection-molded, UV stabilized thermoplastic
- UL94, 5VA flame rated body
- Snap-together design
- Corrosion and scratch-resistant of white or black color

## Electrical

- 3.6V Nickel-Metal Hydride battery
- Dual-voltage input capability 120/277VAC

## Installation

- Surface mount ceiling or wall
- Canopy included for ceiling installation
- Backplate features universal knockouts for a standard 4" junction box, used in wall mount applications

## Listings

- UL924 Listed
- Damp location listing is standard (68°F to 86°F)
- NFPA101 (Life Safety Code), NFPA70 NEC and OSHA illumination standard

## Warranty

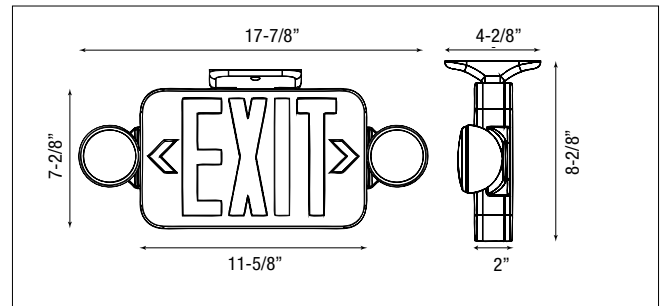
- 3-year limited warranty
- Detailed warranty terms located at: [www.emergi-lite.com/usa/files/EL\\_Warranty.pdf](http://www.emergi-lite.com/usa/files/EL_Warranty.pdf)

## Suggested Specification

Supply and install the **Emergi-lite® ELXN400-LED Series** Combo Exit/emergency light unit. The compact housing and canopy shall be of impact resistant thermoplastic and allow for ceiling or wall installations. The overall dimensions (including canopy) shall be not more than 18-1/2in long by 8-1/2in high by 3in deep. The exit legend light source shall be long-life LEDs installed on a PCB strip. The emergency light source shall be long-life high output white LEDs with reflector/refractor combination optics inside a round shape housing. Unit shall have a dual input voltage of 120/277Vac 60Hz, be supplied with sealed Nickel-Metal Hydride maintenance free battery, and perform minimum 90 minutes of emergency illumination upon AC failure. The unit shall have provisions to power an extra dual remote light EF43D and EF44D for minimum 90 minutes of emergency illumination upon AC failure. The equipment shall be UL-924 listed for Damp location 50°F to 104°F (10°C to 40°C). The equipment shall be **Emergi-lite®** model: \_\_\_\_\_.

## Dimensions

Dimensions are approximate and subject to change.



## Power Consumption

Model	Current (A) / Power (W)
	120/277VAC, 60Hz
ELXN400R-2LED	0.044/0.017A
ELXN400G-2LED	0.032/0.015A
ELXN400R-2LED-R	0.037/4.06A
ELXN400G-2LED-R	0.036/3.8A
ELXN400R_2LED-R-AD	0.038/0.017A
ELXN400G_2LED-R-AD	0.038/0.017A

## How to Order - Combination Unit

SERIES	LEGEND COLOR	LAMP	OPTIONS	COLOR
ELXN400= ELX Combo Series	R= Red exit G= Green exit	-2LED= Round LED array	Blank= No option R= Remote capacity to power one double head remote* R_AD= One double head dedicated remote with Advanced-Diagnostics*	Blank= White B= Black
			* Remote capacity can only be used to power the EF43D or EF44D remote fixtures or to extend the battery units emergency run time beyond the standard 90 minutes.	

Example: ELXN400R-2LED



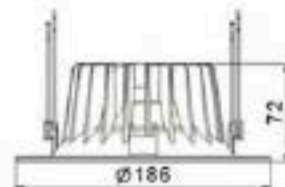
**D110**  
**10W LED Down Light**  
 (Dimmable)

ITEM	PARAMETER
Base type	E26/E27
Voltage	120V AC
Watts	10W Dimmable
Led chips	24pcs
Lumens	750 lms
CCT	2700-5500k
Life	35,000h
Working Environment	-40℃~+40℃



**D111**  
**15W LED Down Light**  
 (Dimmable)

ITEM	PARAMETER
Base type	E26/E27
Voltage	120V AC
Watts	15W Dimmable
Led chips	30pcs
Lumens	1150 lms
CCT	2700-5500k
Life	35,000h
Working Environment	-40℃~+40℃





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# ENERGY STAR Certified Light Fixtures

## Product Details: LIGHT THE FUTURE - SSL downlight retrofits : D110

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**Specifications**

[Additional Model Information](#)

<b>ENERGY STAR Partner</b> ⓘ:	Taizhou JiaoGuang Lighting Co. Ltd.
<b>Indoor/Outdoor:</b>	Indoor
<b>Fixture Type:</b>	Downlight Solid State Retrofit
<b>Commercial Versus Residential</b> ⓘ:	Residential,Commercial
<b>Technology</b> ⓘ:	LED
<b>Light Output (lumens)</b> ⓘ:	760
<b>Appearance/Correlated Color Temperature (K)</b> ⓘ:	2700K
<b>Total Input Power (Watts)</b> ⓘ:	10.0
<b>Color Quality (CRI)</b> ⓘ:	84
<b>Energy Efficiency - Measured Outside the Fixture (lumens/Watt)</b> ⓘ:	82.8
<b>Power Factor</b> ⓘ:	0.99
<b>Light Source Life (hrs)</b> ⓘ:	35000
<b>Special Features</b> ⓘ:	Continuous Dimming
<b>Date Available On Market</b> ⓘ:	02/20/2013
<b>Date Qualified</b> ⓘ:	02/12/2014
<b>Markets</b> ⓘ:	United States, Canada

EXHIBIT D

Owner's Indemnification Agreement

EXHIBIT D

CITY OF CONCORD, NEW HAMPSHIRE

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Vendor shall protect, indemnify, save, defend and hold harmless the City of Concord, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of the Vendor's contract with the City or the activities of Vendor or its agents, employees, contractors or subcontractors. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

In addition, and regardless of respective fault, Vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Vendor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Vendor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of the Vendor's contracts.

COMPANY Affinity LED Light LLC

TAXPAYER IDENTIFICATION NUMBER 46-2959719

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS 133 Islington St, Unit 8, Portsmouth, NH 03801

TELEPHONE 603-828-8919

TOLL-FREE NUMBER —

FAX NUMBER 603-590-8897

E-MAIL ADDRESS steve@affinityledlight.com

EXHIBIT E

Owner's Purchase Order Terms and Conditions



# PURCHASE ORDER TERMS AND CONDITIONS

## IMPORTANT

**EACH PURCHASE ORDER ISSUED BY THE CITY SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

**ACCEPTANCE OF A PURCHASE ORDER BY A VENDOR SHALL INDICATE ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

**ACCEPTANCE – REJECTION:** The city reserves the right to cancel this purchase order in the event the vendor fails to effect delivery by the date specified. Further, the City reserves the right to reject any and all items not conforming to specifications even if payment has been made. Cost of rejection and return of goods shall be borne by the vendor.

**DEFAULT:** If the vendor fails to deliver in accordance with the terms of the vendors offer, the City of Concord may procure supplies similar to those ordered, in such amount or amounts as may be necessary to satisfy the City's requirements, but not to exceed the amount or amounts specified in this order. The Vendor shall be liable to the City for any excess costs.

**PAYMENT:** Unless other arrangements have been made,

- (1) PAYMENT shall be made net 30 days upon delivery and acceptance of all goods, equipment and services.
- (2) Orders specifying split deliveries or delivery as needed may be billed per delivery and payment shall be made net 30 days, on that amount only upon delivery and acceptance.
- (3) Discounts will be applicable on date of completion of order or billing, whichever is later. On orders specifying split deliveries, discounts will apply to each delivery or billing, whichever is later.
- (4) Deviations from these terms and conditions will not be allowed after Purchase Order has been accepted by the Vendor without written consent of the Purchase Agent.
- (5) Send two copies of your invoice to the "Bill To" address on the face of the Purchase Order. Submit separate invoices for each purchase order showing purchase order number, and your invoice number. State whether order is complete or partial. Payment may be delayed unless the billing instructions are followed exactly.

**FUNDING OUT:** The City of Concord's obligations to pay any amount due under a purchase order are contingent upon availability and continuation of funds. The City may terminate a purchase order, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

**TAXES:** The City of Concord is exempt from all sales and Federal excise taxes. The City's tax exemption certificate will be provided to the vendor upon request. Please bill less these taxes.

**PATENTS AND COPYRIGHTS:** Seller guarantees that the good/products herein described do not infringe upon any patents or copyrights. The seller agrees to defend any suit that may arise with respect to any patent or copyright infringement and to indemnify and save the City harmless from any loss and expense which may be incurred by the assertion of any patents or copyright infringement.

**CANCELLATION ON ACCOUNT OF INSOLVENCY:** Either party shall have the right to cancel a purchase order in the event that the other party becomes bankrupt or insolvent or makes an assignment for benefit of creditors.

**GOVERNING LAW:** The issuance and acceptance of any City purchase order shall be interpreted and enforced in accordance with the laws of the State of New Hampshire. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

This order has been arrived at by the Seller independently, and has been submitted without collusion, with and without any agreement, understanding or a planned common course of action with any other vendor of materials, supplies, equipment or services described herein, and were not designed to limit independent selling or competition.

**DISAGREEMENTS AND DISPUTES:** All disagreements and disputes, if any, arising under this purchase order either by law, in equity or by arbitration shall be resolved pursuant to the laws and procedures of the State of New Hampshire and Merrimack County in which State and County this purchase order shall be deemed to have been executed. No action at law, or equity, or arbitration shall be commenced to resolve any disagreements or disputes under the terms of this purchase order, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

**DELIVERY:** Unless otherwise stated all prices are F.O.B. destination. No charge for packing or drayage will be allowed. All deliveries shall be prepaid, no C.O.D. Do not increase quantities, substitute items or change prices unless authorized by the Purchasing Agent.

**SAFETY DATA SHEET:** Submit Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A. All such substances shall be properly labeled at time of delivery.

**INDEMNIFICATION AND INSURANCE:** If the purchase order involves: (1) the performance of work (to include the delivery of hazardous goods, supplies and equipment) by the vendor's employees or subcontractors at property owned or leased by the City; or (2) use of software licensed to the City that will allow the vendor to have access to City data, the vendor shall (a) complete and sign the City's Indemnification Agreement (see Attachment A) and (b) procure and maintain insurance, in the amounts and coverage required, which is acceptable to the City and at the vendor's sole expense, with reputable and financially responsible insurance companies. This insurance shall provide coverage against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods, equipment and/or services detailed by the purchase order. The vendor shall furnish to the City, certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured, as determined by the City, and shall include a written endorsement(s) with a waiver of subrogation in favor of the City confirming such additional insured. Such insurance policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the vendor's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to or expressly waived by the City, the vendor shall, or shall cause any carrier engaged by the vendor, to insure all shipments of goods for full value.

If the purchase order involves the performance of work by the vendor's employees at property owned or leased by the City, the vendor shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the vendor be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

**WORKER'S COMPENSATION:** All vendors and subcontractors at every tier under the vendor will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

**OWNERSHIP OF REPORTS:** All data, materials, plans, reports and documentation prepared pursuant to any purchase order between the City of Concord and the vendor shall belong exclusively to the City.

**ASSIGNMENT OR SUB-CONTRACTING:** None of the work or services covered by this purchase order shall be assigned in full or in part, or sub-contracted without the prior approval of the Purchasing Manager.

**FORCE MAJEURE:** Neither the City or the vendor shall be liable for any inability to perform its' obligations under this purchase order due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

**NOTIFICATION:** Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service, emailed or delivered in hand to the City or the vendor.

**SEVERABILITY:** If any of these STANDARD TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other STANDARD TERMS AND CONDITIONS.

**PROVISION REQUIRED BY LAW DEEM INSERTED:** Each and every provision and clause required by law to be inserted into this purchase order and any change to this purchase order shall be deemed to be inserted herein and this purchase order shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the purchase order shall forthwith be physically amended to make such insertion or correction.

**ENERGY STAR® COMPLIANCE:** Where applicable, the vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

**DISADVANTAGED BUSINESS ENTERPRISES:** The City hereby notifies all vendors that disadvantaged business enterprises will be afforded full opportunity to submit estimates, quotations, and proposals to the City and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability.

**NON-DISCRIMINATION:** This purchase order obligates the vendor and the vendor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability with respect to the goods, equipment, services to be provided to the City. Statements as to non-discriminatory practices may be requested from the vendor.

**ACCESS TO PUBLIC MEETINGS:** All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.