



## ***Request for 2020 Proposals for EM&V Projects***

### **Issued by:**

CT Energy Efficiency Board (EEB) Evaluation Committee  
Sole Contacts: CT EEB Evaluation Administrator (EA) Team

### **Reply to all EA Team Members listed below:**

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***Issue Date: March 26, 2020***

***Response Date: April 16, 2020, 5pm Eastern Time***

### ***Proposal Schedule:***

3/26/20	Issue Date
4/1/20	Deadline for all questions (must be submitted to the 5 email addresses)
4/6/20	Written answers to Q&A provided by email to all pre-qualified firms
4/7/20	<b>MANDATORY</b> Intent to bid
4/16/20	Electronic Proposals due 5:00 EDT

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Appendix A – Eversource contract terms and conditions and Non-Disclosure Agreement

Appendix B – UIL contract terms and conditions

## FORM A

### ***Intent to Bid – Submit separately by due date***

Submit this form (or a facsimile with the same information) by Deadline on Cover Sheet  
Submit by email with subject line CT\_Intent to Bid (yourfirmname) to ALL FIVE EMAILS

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

2<sup>nd</sup> contact name / phone/email (REQUIRED): \_\_\_\_\_

Address: \_\_\_\_\_

Projects you intend to bid on (non-binding), listed by number.

\_\_\_\_ Will Not Bid on one or more 2020 projects (note the pool is still eligible for 2021 projects)

## FORM B

### Budget Format for 2020 Projects

**Reproduce in Excel (with implied formulae).**

**Submit as a labeled tab (project number) in the multi-sheet single Excel Workbook that is submitted with your proposal. One tab for each RFP your firm is bidding on.**

**May not be more than 1 page wide, landscape.**

**For each 2020 Project-Specific RFP, Replicate this format in Landscape mode.** NOTE: Add columns for tasks and rows for staff or expense categories as needed. Please break out (primary) data collection task separately (surveys, etc.), and explain the derivation of data collection costs in detail at the bottom of the budget. Please also break out the costs you assume for the process of obtaining needed data from the utilities (requests, checking, cleaning, tracking). Options based on variations in sample size, etc. or savings from winning two projects specifically, may be presented below the table, with revised assumptions clearly labeled. Optional tasks are presented to the right of the main body of the proposal, or as second budget for the same project beneath the first as another landscape page in the same tab. On each tab, include a footnote reconfirming the company's policy on travel time and on mark-up for direct expenses. **RATES:** IF A PROJECT is conducted in more than one year, show a blended rate, and in the notes below the budget, state your assumptions about the share of time assumed in each project year (one ratio across all staff) – Calendar year 2020, and 2021.

Staff Name	Staff Title	Company	Hourly Rate, Fully Loaded	Task 1	Task 2	Task 3	Task 4	Total Hours	Total Cost	Pct of Project Hours by Staff	Pct of Labor Cost by Staff	Computed % of time over project Term	Add Optional Tasks at the Right																		
Jane Doe	Director	ABC, Inc	\$225	4.0	8.0	12.0	6.0	30.0	\$6,750	26.1%	34.6%	18.8%																			
John Smith	Junior Analyst	XYZ, LLC	\$150	5.0	40.0	40.0	0.0	85.0	\$12,750	73.9%	65.4%	53.1%																			
etc.								0.0	\$0	0.0%	0.0%	0.0%																			
								0.0	\$0	0.0%	0.0%	0.0%																			
								0.0	\$0	0.0%	0.0%	0.0%																			
								0.0	\$0	0.0%	0.0%	0.0%																			
								0.0	\$0	0.0%	0.0%	0.0%																			
								0.0	\$0	0.0%	0.0%	0.0%																			
Total Hours				9.0	48.0	52.0	6.0	115.0																							
Labor Cost				\$1,650	\$7,800	\$8,700	\$1,350		\$19,500																						
Expenses-Travel				\$1,000			\$1,000		\$2,000																						
Expenses-Survey									\$0																						
Expenses-Other as needed...(specify)									\$0																						
Total Cost				\$2,650	\$7,800	\$8,700	\$2,350		\$21,500																						
Percent of Total Cost by Task				12.3%	36.3%	40.5%	10.9%																								
For Unit Costs relevant to this project.... (add others as appropriate)				Cost for 10 more of this type		Cost for 10 fewer of this type																									
				Phone Survey																											
				Detailed interview																											
				On-site visit with project metering or other tasks																											
Unit costs for Rental of Loggers or Meters, by type:																															
Type 1 / end-use																															
Type 2, etc.																															
<b>INSTRUCTIONS:</b>																															
Area in white - put hours for each staffer on each task																															
Areas in cream: Expense dollars for that task and expense category																															
Total Hours: sum of column, sum of row																															
Total labor cost: sumproduct totaling cost for each staff for each task																															
Computed percent of time over project term - example assumes timeline for project is 4 weeks or 160 hours.																															
Expand staff, tasks, expense rows/columns as needed for the specific project.																															

# Request for Proposals

## 1. Statement of Purpose

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On behalf of its Evaluation Committee, the Connecticut (CT) Energy Efficiency Board is issuing this Request for Proposals to select winning firms to conduct 7 individual 2020 EM&V projects. Note that:

- Only firms from our pre-qualified pool(s) are eligible to propose on these projects. Other applications will be discarded without opening. This is not an open solicitation beyond the qualified pool. You may only bid on projects in your qualified area(s) (residential, commercial, cross-cutting). Your cover letter accompanying this RFP specifies your qualified area(s).
- You must bid under your organized qualified team lead.
- **Note that we are expecting to award the projects to a limited number of firms. Our current expectation is to select a total of 2-3 teams to perform all 7 projects, seeking economies of scale and synergies across projects. Therefore, to increase their chances of winning, bidders should seek to demonstrate why they are the best choice for more than one project, and how they will maximize efficiencies across projects.**

The intended work to be performed is providing third-party independent energy efficiency program evaluation services and related research. These evaluations are for the energy efficiency programs delivered by the CT utility companies and are part of the EnergizeCT<sup>SM</sup> initiatives. The deadlines for the projects are identified in the individual project RFP descriptions.

This RFP does not commit the EEB to award a contract, pay any costs incurred in the preparation of a proposal in response to the RFP, or to procure or contract for services. The EEB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified Contractors, or to cancel this RFP in part or in its entirety, if it is in their best interests to do so. This RFP is organized to provide evaluators with an overview of the process and requirements. Contracting requirements, including the mandatory budget form, are provided. It includes a section that has links to relevant, publicly available documents mentioned throughout the RFP document.

## 2. Background and Evaluation Process

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CT legislation created the CT Energy Efficiency Fund (CEEF) and Energy Efficiency Board (EEB), as described in Connecticut General Statutes Section 16-245m. CEEF supports a variety of programs that provide financial incentives to help Connecticut consumers reduce the amount of energy used in their homes and businesses. CEEF programs are reviewed by the Energy Efficiency Board, a group of advisors who utilize their experience and expertise with energy issues to evaluate and consult with Connecticut's electric and natural gas utility companies on how programs should best be structured for and delivered to Connecticut consumers.<sup>1</sup>

The Connecticut Energy Efficiency Fund is supported by all Eversource and United Illuminating customers on their electricity bills through the Combined Public Benefits Charge; and by Connecticut Natural Gas, Southern Connecticut Gas Company and Eversource gas customers through a conservation charge included in their rates<sup>2</sup> (the Utilities).

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<sup>1</sup> <http://www.energizect.com/about/CEEF>

<sup>2</sup> Ibid.

The EEB is made up of representatives of the CT Department of Energy and Environmental Protection, the Connecticut Office of Consumer Counsel, the CT Attorney General's Office, utility companies, environmental organizations, and organizations or individuals representing the interests of residential, commercial, and industrial customers. The EEB advises and assists the Utilities in the development and implementation of comprehensive and cost-effective energy conservation and market transformation plans.<sup>3</sup>

The Utilities, as the program administrators of the Connecticut Energy Efficiency Fund, submit a plan of energy efficiency programs to the Energy Efficiency Board (EEB). The plan is known as the Conservation and Load Management Plan, or C&LM Plan. Plans are developed with the advice and assistance of the Energy Efficiency Board (EEB) and its consultants. The Utilities submit the final C&LM Plan to the EEB for vote and to the Department of Energy and Environmental Protection (DEEP) for the Commissioner's review and approval. The Conservation and Load Management Plan (C&LM Plan) programs are supported by the CEEF. Each year during the plan, an update is developed. Links to all relevant documents are provided in one section, below.

State law at CGS 16-245m charges the DEEP with the adoption of an independent, comprehensive program evaluation, measurement, and verification process. The EEB, through its Evaluation Committee, contracts with consultants who act as an Evaluation Administrator (EA). The EA advises the EEB regarding development of a schedule and plan for evaluations and oversees the implementation of the evaluation process. The EEB Evaluation Committee and the EEB Evaluation Administrator provide leadership and execute the following responsibilities: evaluation planning, study development, contractor selection, project initiation, project management and completion, and finalization of the evaluation report. The work of the EEB Evaluation Committee and EA is guided by the 2014 EEB Program Evaluation Roadmap which provides detailed information about evaluation procedures. A link to the Roadmap is provided in the Document Links Section of this document.

### 3. Required Compliance with EEB Program Evaluation Roadmap and EEB Communications Protocol

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All contractors having evaluation contracts and/or purchase orders with the Utilities (either current or new contracts issued as a result of this RFP) must comply with the communication protocols identified in Connecticut General Statutes Section 16-245m(d)(4), and as further described by the *2014 EEB Program Evaluation Roadmap* in its current version and as directed by the EEB Evaluation Committee and the EEB Evaluation Administrator. We also clarify additional communication and data procedures and other information in the section below entitled "Special Conditions and Requirements Related to Conducting EM&V Work in CT".

Current state and Federal COVID-19 orders and protocols will also need to be observed. Projects with on-site components should not plan on entering homes and businesses before July and should provide contingency plans should shutdowns extend beyond that date, or should be re-instated in the fall.

Proposals shall explicitly state that the bidder understands the requirements of the CT "Roadmap" (and special conditions) and requirements of ISO-NE and that their submitted proposal adheres to the relevant requirements of each, for all projects on which the team is submitting.

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<sup>3</sup> Ibid.

Proposals shall note that all proposals submitted pursuant to this RFP shall become the exclusive property of the EEB and may be used for any reasonable purpose by EEB.

## 4. Overall Proposal Format and Submittal Requirements

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In this section we outline the submittal requirements

Page 1: Cover page listing all firms included on team along with mail, email, and phone contact information for at least 2 persons from the team. Must also list each project proposed on, one line each. Blank on back.

Page 3: Table of contents (TOC) using word's automatically-generated TOC. Pages in the proposal should be numbered sequentially throughout, not by sections / subsections. Do not list tables / figures in the table of contents. Reverse side of the page should be blank.

Page 5 onward: Proposal for each project, in turn, including the following sections, in this order.

Remember, you submitted detailed quals previously and that qualified you for this RFP. Tailor these quals to the specific project.

- 2 pages total of “why your team” and list of project experience for the project, plus 2 references.
- 2 pages total including brief biographies of all key staff members including titles, role on this project, years of experience, and relevant project experience
- 1 page with a “roles table” summarizing staff assigned, title, years of experience, charge rate, role on this project, and percent of project hours by that staff member.
- 5 pages of scope for the project detailing data collection and analysis approach, deliverables, timeline, how you'll organize the work, and other useful information to explain how you'll accomplish the project. **The scope length for projects R1983 and C1902 may be 8 pages in length.**
- 1 page of budget using the format shown. Paste this into the proposal PLUS include a separate LIVE Excel sheet in the separate Excel document.

**Submit the materials in 3 separate emails.** Use the file name as your subject line. No email may exceed 6MB.

- Word document, one file, numbered consecutively 1 to end. – named “CT2019Proposal\_(your lead firm's name).docx”
- PDF document, one file, numbered consecutively 1 to end “CT2019Proposal\_(your lead firm's name).pdf”
- Separate Excel workbook, with labeled tab “CT2019Proposal\_(your lead firm's name).xlsx”. It must include the labeled tabs using Form B for individual project budgets

**Proposal Font size may not be smaller than 11 except in tables (minimum 9-point font for tables).**

**Margins must be at least 0.75” on all sides. Pages may not be spaced closer than single space.**

**Submit proposals by deadline listed on title page, or as amended, by email to the five emails noted on the cover sheet of this RFP.**

**Proposals shall** explicitly state that the bidder understands the requirements of the CT “Roadmap” and requirements of ISO-NE and that their submitted proposal adheres to the relevant requirements of each, for all projects on which the team is submitting.

**Proposals shall** note that all proposals submitted pursuant to this RFP shall become the exclusive property of the EEB and may be used for any reasonable purpose by EEB.

Adding length to the proposals by repeating material that can be easily referenced is strongly discouraged and scoring will be negatively affected.

It is strongly encouraged to reduce the file size of pictures included in the proposal and this will likely be required to meet the file size limit if many pictures or graphics are included. Print copies of proposals will not be accepted. Late submittals will be rejected.

**NOTE: The contract terms and conditions for each utility are included later in this RFP. You must include responses from your team on exceptions to those terms.**

## 5. Requirements for the Proposals for 2020 Individual Projects

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Your response to this RFP for 2020 Project-Specific RFPs should include responses to all elements to which you are responding in one combined document. Your response should be submitted in word and PDF form, with budgets embedded in the proposal and “live” in a separate Excel workbook. Submittal requirements are listed above. Note that the firms included on teams will be required to be stable, and a firm may not move to another team for the 2019-2021 period. The documents should be labeled specifically and submitted in THREE emails as noted above.

The information in this document will enable the recipient to formulate a proposal to meet the requirements as described in this RFP. Any participation data provided in this RFP are based on the most recent data available and may be updated if data change during the RFP period. Bidders should use these values, unless notified, to create estimates for pricing and response purposes. Once projects are awarded, contractors will have a chance to revise their pricing based on changes in participant populations, but pricing per site must be kept to within 5% of the proposed cost.

## 6. Content of Proposals for 2019 Projects and Expected Project Steps

Items to keep in mind as you prepare your proposal are listed below. For EACH project, we will be looking for the types of information listed below:

1. Why Us / Focused qualifications on the project
  - Include information and project experience that illustrates your expertise and distinguishes your firm from other bidders, and reflects creativity and efficiency.
2. Scope / Approach / Task Description.
  - Specialized project experience. Although the research area portion of the project includes past project experience (include CT and regional work), we encourage you to include project experience especially related to this project in this part of the proposal.
  - Include information outlining the ways in which the project will be conducted according to industry standard or better standards.
  - In the Task Descriptions, include descriptions that make clear the:
    1. Major expected outcomes of the research and the issues to be explored
    2. Analysis methods and rationales

3. Estimated sample sizes and proposed sample design including expected confidence levels, and sampling rationales / assumptions / justification – whether it be for surveys, metering or whatever is appropriate to the analysis method(s) you recommend.
4. Survey method(s), targets, and survey instrument topic areas, and expected survey length, data collection procedures. Be sure to mention how you plan to achieve your expected response rates, including possible use of incentives, etc.
5. Proposals should identify expectations for data requests from the utilities, (and residential respondents may wish to review posted study R33, addressing data availability, data access issues, and template data requests for the two utilities).
3. Timeline, Deliverables and References: Identify the timeline for the project's tasks and activities and list key deliverables / milestones and dates – identifying dates as a number of weeks from project start.
  - Provide a timeline for the study, assuming the study starts in "Week1". Identify any timing issues affecting the timing of the project.
  - Provide at least 2 most-relevant references, including Client, contact name, title, phone, and email; project name; when project conducted; and other relevant information.
4. Each project budget shall be submitted using the fully completed (labeled) tab in the Excel workbook, with the budget provided according to Budget Format B, including supporting information and assumptions as requested. Assumptions relevant to the cost estimates should be specified (e.g. number / ratio of sample provided, number of call-backs, influence of use of advance letters, etc.). Submit budget matching Form B format for each project on which you are proposing in an excel spreadsheet format. Proposals are required to submit a budget that does not exceed the maximum budget stipulated in the RFP for each project.

Additional budget and scoping considerations include:

- The budget must include a task estimating the cost assumptions for requesting, checking, cleaning, and tracking utility data.
  - Costs are an important consideration in the selection process. If a bidder can develop an approach that comes in below the maximum level, they should propose that as their base approach; offering enhancements that require additional funds as optional approaches for consideration.
  - Proposers are encouraged to propose – and justify -- improved, more robust, or more efficient study designs
  - Proposed optional research will be most likely to be considered if it can be accomplished under the maximum budget provided.
    - However, if the expenditure of funds above the maximum budget produces an exceptionally better study, the bidder may offer the enhanced approach as an option
  - Respondents should clearly state which efforts are most important for addressing research objectives.
5. Mini-Bios. Describe experience, roles, and responsibilities of key staff assigned to this project. Focus bios on previous project experience relevant to specific tasks / roles for the proposed individual. Include education in the bio. Recall that resumes were presented in the qualifications package.
  6. Roles Table: We request a separate Roles table that clearly identifies the lead or task manager on each task, and supporting staff. Please identify the staff associated with key roles in the project, including, for example:
    - Overall Evaluation Project Manager

- Sample design lead, include qualifications and experience for Stratified Ratio Estimation sampling method as relevant
- Site level impact lead
- Survey development and survey deployment lead
- Site engineers (where relevant) include experience with site visit methods: on-site measurements and detailed engineering analysis, such as International Performance Measurement and Verification Protocol (IPMVP) Option methods and site level M&V plans and protocol development
- Quality control and training for surveys, metering and program level analyses as appropriate to the project

### Special Conditions and Requirements Related to Conducting EM&V Work in CT:

- Project Contracting: Note that the chosen evaluation firms will be contracting with the utilities (Eversource and UIL).
- Data Requests: It will be important to identify the utility data requests required to conduct the work in the proposal, including types of variables, expected turnaround, etc. Note also that CT requires:
  - Written data requests, followed up by a call with the utilities to discuss the content, and get email agreement from the utilities on content and deadline for the data delivery.
  - Tracking of progress of data requests, gaps, timing.
  - The proposer should be explicit about the assumptions and costs for obtaining, reviewing, and analyzing utility-sourced data, and processes in place to deal with or protect against cost overruns due to data challenges and customer recruitment challenges.
  - Note all data are transferred via secure sites and data security must be maintained at all times.
- Communication and Oversight: The Evaluation Administrators (five persons on the cover page) are your oversight team for all aspects of your work. There are some restrictions on direct contact with the utilities regarding content / methods / design of the evaluation projects, to minimize influence. However, communication regarding data is encouraged, and conversations on this and broader topics can be conducted with the Evaluation Administrator (EA) Team on the call.
- Project Development and finalization: The project's scope and work plan are refined in concert with the EA Team, and data requirements are discussed with the utilities, and program changes and other issues are discussed with the utilities and EEB consultants prior to developing the refined work plan. The State desires projects that are designed to best industry standards / practices. Prior to finalization, a webinar kickoff meeting is held to allow the Evaluation Committee members, Technical consultants, utilities, and others to understand the project's design and to ask questions and provide comments. With the oversight of the EA Team, the project's final design is developed, incorporating key comments. The project is monitored weekly or fortnightly, and the EA team reviews interim documents. As issues are uncovered during the conduct of the study, discussions with the utilities and /or Technical consultants may be conducted to determine causes and inform the study. When the project is nearing completion, the contractor works with the EA team to prepare a review draft report that meets the EA Team's approval. The report is put out for review by the Committee and stakeholders, and they are provided with 2 weeks to review (longer for long reports.). Working with the EA Team, comments are incorporated and the report finalized and posted. If comments require major changes, the report may go out for a second review draft, and finalization / posting phase. After the report is posted, a webinar / presentation is conducted. The project is finalized and last invoice is paid after a written

commitment that relevant project data are being maintained<sup>4</sup> and the firm promises access for no additional fee a period of not less than 5 years.

- **Report Content / Special Elements:** All reports will include an abstract (1-2 pages), executive summary, and a chapter that compares results to previous CT reports and to similar programs or evaluations in other states to provide context, trends, and indications for best practices.
- **Results and Timing:** There is an emphasis on providing forward-looking results, results that inform the PSD and project planning. Where possible, if projects can be constructed and timed so that results (or reliable draft results) useful to the PSD or C&LM planning by the end of July of the year, even if the full report is not available, that is often desirable, so timely results can be integrated into the update to the next C&LM Plan.
- **Project Tracking and Updates:** For project updates, we require weekly or fortnightly calls with selected members of the Evaluation Administrator (EA) team (all five members listed on cover page). In addition, we require updates to an excel project reporting form monthly at least a week ahead of the Evaluation Committee Meeting, updating the EA team in writing on: project progress, problematic issues / holdups, next steps and invoicing to date.
- **Project Invoicing:** The projects are invoiced monthly. Two monthly invoices are required per project, sharing out project costs and providing one invoice to Eversource and one to UI. Invoices must first be approved by the EA team. Invoices must list detailed staff hours and costs by task, and expenses. The detail must be included as backup excel pages, and a summary page must present the overall costs for the Utility, and also include a table with costs by task in the following columns: cost this month, cost this year, cost to date. The dollars left and percent of budget left are also reported.
- **Coordination, Leveraging, and Context:** Where there is potential to leverage evaluation efforts from neighboring states without sacrificing rigor / applicability to CT programs, proposers are encouraged to identify/describe potential efficiencies and added value to CT from coordinating and/or collaborating with other states' efforts. This applies to learnings from designs or leveraging instruments and tools as well. Finally, note that we require all studies to include separate chapters that provide context for the study's CT results, including comparison to CT results over time and to results from other states and similar programs elsewhere, and implications for best practices.
- **Other Requirements and Considerations:** Quantitative results should report confidence intervals and other statistics, reports including surveys should report the Coefficient of Variation (CV) experienced for future reference and project planning purposes. Surveys for residential projects are usually planned for a minimum of 90/10, but the best possible performance for budget is desired. Commercial projects should be designed to meet project requirements. Where possible, projects involving metering should plan to provide information in 8760 format to allow CT to use the data even if ISO-NE specifies different peak periods. Where possible, project results should be presented by utility.

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<sup>4</sup> The requirement is that input data from the utilities, plus important interim stages and final analysis data sets are maintained in reasonably-documented files, in a secure and well-labeled location, and available upon request at no additional fee.

## 7. Selection Process and Evaluation Criteria

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A thorough review and evaluation, and straightforward selection and contracting process for these RFPs is planned. Firms selected for the 2020 projects will be expected to perform the 2020 projects in conformance with the approximate timeline / expenditure pattern as outlined in the individual RFPs. With some exceptions, work on the 2020 projects will be expected to begin as soon as possible after award and contracting.

The evaluation of proposals will be conducted by the EA team (with a minimum of 3 reviewers per project), based on the criteria below. The proposal review and selection process will be conducted as described in the *2014 EEB Program Evaluation Roadmap*.

### **Project RFP Evaluation Criteria:**

- Technical Approach, including proposed sampling plan: 40%
- Qualifications / Experience of Firm and staff assigned to this project: 30%
- Cost / Budget for the Project: 30%

The EEB, at its sole discretion may:

- Select a Proposal other than the lowest priced, if the EEB determines, at its sole and absolute discretion, if the State's interests will best be served by doing so.
- Seek clarification from any Bidder regarding Proposal information and may do so without notification to any other Bidder.
- Continue the review and negotiation process until a Bidder is successfully contracted for each project or until the EEB chooses to reject all Proposals for any or all of the projects.
- Accept any Proposal or alternate as submitted without negotiations.
- Select for negotiations only the overall best Proposal or negotiate all Proposals submitted which fall within a competitive range.

## 7. Document Links and Overarching Information

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A description of each of the programs is provided in the C&LM Plan <http://www.energizect.com/about/eeboard/plans> or other EnergizeCT™ website areas. Additional document links are provided below.

### **Additional information relevant to proposals and contracting:**

1. All utility Confidentiality requirements shall be met. Reference utility specific contract documents for legal requirements.
2. All contractors working on customer's sites must undergo the UtilitySafe background checks process: This effort will be undertaken at the contractor's own expense and must be completed before site work can begin. The UtilitySafe program acceptable to CT Utilities is administered by e-VERIFILE INC. No substitutions will be accepted for background checks.
3. In 2019 a new requirement for on-site work was introduced that requires use of certified electricians for certain kinds of site and metering work.

4. Staging of projects will be arranged based on Evaluation Administrator assessment of tradeoffs related to EA and committee workload, timing needs for project results, or to accommodate multiple projects awarded to one firm.
5. Contractors should include at least two rounds of review and revision for all interim deliverables and three rounds of review and revision for final deliverables.
6. All Impact Evaluation Studies for the commercial side and for large residential programs (and any impact study used to support bids into the FCM) shall fully comply with the requirements of ISO NE FCM. This includes, but is not limited to the following:
  - a. Reference: <http://www.iso-ne.com/participate/rules-procedures/manuals> then select document M-MVDR (Revision 06) 06-01-14.
  - b. Adhere to requirements for the type of method to be used and requirements for the metering equipment.
  - c. The statistical sampling requirement for the ISO is for an 80% confidence at 10% relative precision. (Meeting this requirement with a two-tail test is desired but costs may require that a one-tail test requirement is the only one manageable.)
  - d. To the extent possible, we also request that the metering data be supplied in 8760 format, so ISO knows how CT's measures perform at all hours of the year, and because ISO may change peak periods and we will need to be able to use the data to address this possibility.
  - e. The type and timing for demand estimates will be to meet the two ISO definitions for the time period of interest for demand savings, on-peak hours and seasonal peak hours. The following definitions of demand peaks are taken from ISO New England's FERC Electric Tariff No. 3:
    - i. Demand Resource Seasonal Peak Hours are those hours in which the actual, Real-Time hourly load for Monday through Friday on non-holidays, during the months of June, July, August (Summer), December, and January (Winter), as determined by the ISO, is equal to or greater than 90% of the most recent 50/50 system peak load forecast, as determined by the ISO, for the applicable summer or winter season. The Summer and Winter Seasonal Peak Hours are needed but are more complex to assess. It is conditional in nature and depends upon the relationship between real time system load and the most recent 50/50 system peak load forecast."
    - ii. Demand Resource On-Peak Hours are hours ending 1400 through 1700, Monday through Friday on non-holidays during the months of June, July, and August (Summer) and hours ending 1800 through 1900, Monday through Friday on non-holidays during the months of December and January (Winter). The on-peak demand savings are the average demand savings during these hours.

## Document Links:

Links to the key documents follow...

- The C&LM Plan is located at: <http://www.energizect.com/about/eeboard/plans>
- Previous evaluation reports are located at: <http://www.energizect.com/connecticut-energy-efficiency-board/evaluation-reports>
- Roadmap <http://www.energizect.com/your-town/ct-eeb-evaluation-roadmap-revised-dec-2014>
- ISO-NE: <http://www.iso-ne.com/participate/rules-procedures/manuals> then select document M-MVDR (Revision 06) 06-01-14.

## 8. RFPs for 2020 EM&V Projects

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The following provides an outline of the projects for which we request proposals. Two special elements are mentioned that should be considered for all projects:

- Where there is potential to leverage evaluation efforts/projects, design learnings, instruments and tools, or other elements from neighboring states without sacrificing rigor / applicability to CT programs, proposers are encouraged to identify/describe potential efficiencies and added value to CT.
- Given the time in which we are making this offering, we acknowledge the realities of conducting research during Covid-19 conditions. We suggest you include a discussion of contingency planning should it remain disallowed to do on-sites in relevant projects.

### C2014 C&I Lighting Saturation and Remaining Potential

#### **C2014 C&I Lighting Saturation and Remaining Potential**

**Maximum Budget:** \$400,000

**Description of Program and Project Background:**

Lighting accounted for 56% of the 2019 Connecticut C&I Energy Efficiency Portfolio energy savings, largely attributable to LED measures. In Massachusetts the C&I market potential for lighting savings is shrinking fast and Connecticut may be experiencing a similar transformation. An interim report<sup>5</sup> estimates that in 2018 approximately 26% of linear lamps were LEDs, up from 3% in 2015. By 2021 the linear LED saturation is forecast to be 69%. A second study is currently in progress in Massachusetts, and analyzes site visits, a screening survey, upstream interviews, a literature review, and a market adoption model that is calibrated to all of the preceding data sources to examine saturations. This second study is currently expected to be finalized by May, 2020.

**Research Objectives:**

The purpose of this study is to:

- Understand the current Connecticut C&I lighting market saturation by technology, application, and building type for both participant and non-participant customers,
- Forecast the Connecticut C&I lighting potential.
- Characterize current lighting purchasing behavior.

Program administrators will use this information to target initiatives, allocate resources, and meet savings goals.

**Researchable Questions**

1. What is the mix of installed lighting technologies today in the market by percent, building type and application? Is it different for participants and non-participants? Planning for the future, to what degree is the LED potential different for retrofit vs. new/lost opportunities?
2. What is the mix of installed control technologies including network-enabled fixtures?

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<sup>5</sup> ([http://ma-eeac.org/wordpress/wp-content/uploads/P78\\_MACI\\_Comprehensive\\_Lighting\\_Inventory\\_Memo\\_FINAL\\_2019.04.17.pdf](http://ma-eeac.org/wordpress/wp-content/uploads/P78_MACI_Comprehensive_Lighting_Inventory_Memo_FINAL_2019.04.17.pdf))

3. What is the replacement/retrofit frequency for lighting equipment by building type and size? What are the drivers; tenant fit-outs, end of useful life, energy savings, other?
4. What are the forecast saturations for linear LED lamps and fixtures for the next 10 years? Very importantly, how do incentives change the adoption rate?

**Methods:**

Bidders are expected to leverage the information and tools published as part of the Massachusetts evaluation research cited above to develop metrics for the Connecticut C&I lighting market and its potential.

The Massachusetts saturation research combined CATI surveys with on-site inventories of LED adoption rates. Bidders are expected to conduct a similar study in Connecticut but with smaller samples, and should implement any lessons or economies identified from the earlier study. Connecticut C&I program and customer data will be available to the bidder, as will findings from an impact evaluation of a 2018 upstream lighting program. This information, along with the survey and on-site data to be collected under this study, can help establish relationships between key indicators (market, technology, application) for the two states, which can be used to scale the Massachusetts results to Connecticut. The penetration of lighting controls including networked controls is also of interest. Bidders should comment on the expected sample sizes, how they will adapt the Massachusetts survey and field data for Connecticut and how they can be used to adjust the Connecticut data – with the overarching goal of working toward adding value and saving evaluation costs for CT out sacrificing rigor or applicability to the results for CT. Bidders should also comment on the expected reliability and accuracy of their research results, along with suggestions that can increase them.

To estimate the Connecticut lighting market potential bidders will consider, modify, or propose alternatives to the market adoption model that is being used in Massachusetts. We encourage proposers to identify limitations and improvements to the MA model and approaches (MA or other) to ensure we obtain high quality, reliable forecasts and include forecasts from a significant share of market actors. Bidders should comment on the inputs and assumptions they propose for their model, describe sources for input data, and how they will be acquired. Bidders must show how the model outputs will be combined with the Massachusetts lighting potential study (or other relevant source) to control the cost of the Connecticut study.

**Timeline:**

This project should begin immediately and be conducted as quickly as possible; the results are important for CT planning efforts. Please identify the timeline you believe your efforts can meet.

**Deliverables:**

The main deliverable for this study is a report characterizing the saturation and potential of the C&I lighting market by technology, application, building type, and timing of opportunities in Connecticut. Other deliverables include:

- Kickoff
- Draft and final report with results, methods, and recommendations
- Final presentation
- Documented databases

**Issues / Special Considerations**

Discuss any synergies/economies that you propose between this study and the next-mentioned C&I study (C1902) if selected to perform both.

## C1902 ECB NTG and Baseline

**Maximum Budget:** \$450,000

### **Description of the Program and Project Background:**

The Energy Conscious Blueprint (ECB) program serves commercial, industrial, or municipal customers of any size from Eversource, United Illuminating (UI), Connecticut Natural Gas (CNG), and Southern Connecticut Gas Company (SCG). The program offers incentives for new construction, major renovation, and tenant fit-out projects, as well as new (or end-of-useful-life replacement) equipment projects. Utility energy experts work with customers and design teams (architects, engineers, contractors) to identify potential energy conservation measures (ECMs). Savings estimates are calculated in advance of implementation, and upon completion and verification of measures, customers receive incentive payments. Projects may include energy-efficient lighting, HVAC, whole-building performance, energy-efficient envelopes, refrigeration, water heating equipment, or process equipment. The ECB program delivers 18% of kWh and 20% of CCF savings for the Connecticut (CT) program portfolio (on a lifetime basis based on C&LM Plan 2016). The most recent impact evaluation of the ECB program (Project C20) was completed in November 2015 for program years 2012-13. A new construction baseline and code compliance study (C19) was also completed in 2015. The current evaluation (C1634) covers program years 2017 and 2018. It includes both impact evaluation and measure baseline components.

### **Research Objectives:**

This study focuses on key issues related to proper baselines. This study will update baselines and net-to-gross ratios for true new construction and end of life replacements. It will incorporate baseline assessment to ensure that savings and program attribution calculations are aligned. This study updates specific PSD values that are widely used across the ECB program in savings analysis and reporting. The study should improve the accuracy of gross and net savings estimates by integrating research into market baselines, free ridership and spillover under a single study. The study will improve alignment between baseline and free ridership data to minimize the potential for double-counting impacts, particularly where market practices are better than common baselines.

**Baseline Analysis.** Baseline efficiencies for the ECB program are currently set at code. A new construction baseline study (Project C19) conducted in 2015 focused on code compliance which indicated that industry standard practice (ISP) baselines appear to be more efficient than minimum code requirements or federal standards. Baseline refinement for this sector is important as there is substantial evidence that industry standard practices for building measures exceed code. The standard practice baselines for measures not addressed by code (such as industrial process measures) are not well known. Standard practices for code and non-code measures are changing over time. This study will provide updated information on program baselines for both code and non-code measures that reflect industry standard practice (ISP) levels. Note that it may also be important to identify key market segments, regions of the state, or other sub-groups where markets differ from statewide average “industry standard”. The project coordinates / builds off the ECB impact evaluation (Project C1906) that is soon to be completed. The C1906 study includes a qualitative baseline study component. The C1906 baseline study includes a literature review, market actor interviews, and baseline estimates for true new construction<sup>6</sup> lighting, HVAC and boilers and for boiler replacement at

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<sup>6</sup> Defined as newly constructed buildings, expansions and major renovations subject to the Connecticut Energy Efficiency Code.

end of life. Work for this project (C1902) will build on this work and provide more quantitative baseline results. Note that the C1906 study is survey-based and provides a qualitative indication of how much ISP exceeds code baseline for a limited set of measures. We are relying on this new study (C1902) to provide more quantitative information on a broader set of measures.

**Net to Gross Analysis.** The study will provide updated Net to Gross ratios for use in the Connecticut Program Savings Document (PSD). The net to gross study should be coordinated with the baseline study so the results are consistent with baseline study findings. The focus for the Net to Gross (NTG) study is not solely on backward-looking estimates, or projections of NTG over coming years based solely on continuation of current program designs as they are. The project must also make forward-looking recommendations for the effect of changes in program baseline on the future NTG ratio. The study should also address the impact of program adjustments that could be made to minimize free ridership and increase market adoption on the NTG ratio. The work would ideally be able to be used to make adjustments in program attribution if the CT utilities change or target incentives, delivery mechanisms, etc. The Net-to-Gross analysis should include attribution for program activity that has affected the market.

### **Researchable Questions:**

#### **Net to Gross Ratios**

1. What measure or program attributes should be considered with assigning NTG ratios?
2. What are the NTG Ratios for ECB and for its measures (consider end of life, new construction, et. as appropriate)
3. How can measures be combined into groups with similar NTG ratios?

#### **Baselines**

1. What baselines should be updated in the PSD, in custom project analysis and/or in comprehensive true new construction projects?
2. What are the new baselines for these measures? What are the key factors that drive variations in baselines (e.g. measure type, business segment, geographic area, etc.? That is to say, where is it safe to say there is “industry standard” and where is there is too much range / variation?
3. How are the baselines aligned with the NTGR to ensure accurate counting of effects?
4. How should NTGRs be adjusted as program baselines and/or delivery methods change?
5. What approach do PAs currently use to establish baseline consumption?
6. What improvements in baseline methods should be implemented?
7. What process should be used to implement baseline methodology changes?

### **Methods:**

The bidder should provide a description of the methodology they plan to use to conduct the study. Several options include:

- On-site and/or phone, mail, web, or other survey approaches of a sample of participant and non-participant customers (justify your selection)
- Building plan reviews conducted at building departments
- Detailed interviews with design teams, manufacturers and distributors, and contractors associated with a sample of ECB projects, and/or non-ECB projects
- Combined approaches
- Other approaches suggested by the bidder

The bidder must consider each option and list the pros and cons of each approach. The bidder must provide a detailed description of their proposed approach with a justification for the chosen approach.

**Project Timeline:**

The project will begin as soon as possible. Completion must be done by July 2021.

**Deliverables:**

The study will research and deliver the following for measures in the ECB program:

1. Net-to-Gross Ratios that include market effects, free-ridership and spillover<sup>7</sup>.
2. Updated baselines for selected measures to reflect Industry Standard Practice (ISP) where baseline differs from codes or federal standards
3. Documentation of Program Administrator ex-ante baseline assessment methods, including recommendations regarding improving baseline assignment methods.

The study will provide:

- Kickoff
- Draft and final report with results, methods, and recommendations
- Final presentation
- Documented databases

**Issues / Special considerations:**

Discuss any synergies/economies that you propose between this study and the prior mentioned C&I lighting potential study if selected to perform both.

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<sup>7</sup> Spillover includes participant and non-participant spillover effects

## **R1983 HES & IE Process and NTG Evaluation And Impact Evaluation (R1984)**

**Maximum Budget: \$800,000**

### **Description of Program and Project Background:**

This RFP covers a full process evaluation and impact evaluation of the single-family portions of the Home Energy Solutions (HES) programs and HES-IE (income-eligible) program. These programs are described in more detail in the C&LM Plan. Note this study excludes the multi-family portion of these programs. This is a high priority project with a comprehensive scope but must not sacrifice quality for breadth.

The HES and HES/IE Programs are the biggest programs in Connecticut's residential portfolio. The last complete process evaluation of this set of programs was conducted in 2014.<sup>8</sup> An impact evaluation of the single-family portion of these programs was completed in 2019 covering program years 2015-16.<sup>9</sup> That study found lower realization rates than had been expected. Given the program's importance and recent changes to the programs, a new impact evaluation covering most recent years possible is being sought.

The 2020 C&LM Plan update Order from DEEP requested attention to: HES-IE add-on measure co-pays, suggestions (and metrics) for improving low-delivery rate vendors (including potentially the feasibility of census tract data for targeting), suggestions for streamlining renter applications for programs, recommendations for increasing installation of insulation under the program, opportunities for electric heat customers to convert to heat pumps (and effective outreach strategies), and potentially review barriers to Home Energy Score system in the program. The Order also expresses interest in reviewing the potential revised incentive levels for at least HPs (ASHP and GSHP) and envelope improvements on savings and seasonal peaks. Related to the Order, the process evaluation should also examine the perceived (awareness and) ease of incentives presented on the website, and the clarity of information regarding incentives contingent on HES participation, and provide recommendations. Attention to financing options available for participants is also a priority. In support of questions in the Order, the study should also clearly identify where data were unavailable, or where the evaluation efforts were limited due to device information, vendor / installer record-keeping or other sources – and identify the needed improvements.

Proposed budgets for this project include all costs, including project planning, sample designs, interview guide and survey development and implementation, data requests and analysis, ride-alongs, on-site visits, incentives, analysis, preparation and presentation of reports, and archiving of collected data.

### **Research Objectives:**

Again, there are two key efforts in the project: process evaluation including document / performance review and a substantial customer profiling / data mining effort, and an impact evaluation that must provide gross and net savings, NTG, and realization rates at the end use and measure level – with a drill-down on drivers for unexpected results.

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<sup>8</sup> ([https://www.energizect.com/sites/default/files/R4\\_HES-HESIE%20Process%20Evaluation,%20Final%20Report\\_4.13.16.pdf](https://www.energizect.com/sites/default/files/R4_HES-HESIE%20Process%20Evaluation,%20Final%20Report_4.13.16.pdf))

<sup>9</sup> (<https://documentcloud.adobe.com/link/review?uri=urn%3Aaaid%3Ausc%3AUS%3A6ad1a31e-b53f-43aa-81bc-d5646e8c7d45>).

The process evaluation will cover both the market rate (HES) and low income (HES-IE) for single-family buildings. The process component will have a comprehensive focus, including workforce<sup>10</sup> needs, marketing and customer /engagement, recruitment, program delivery, quality assurance and vendor performance, vendor business models and viability, costs assessment, data collection and management, the role of financing including coordination with the Green Bank, and customer satisfaction. The process evaluation will review program tracking data to identify performance, performance by contractor and utility (and possibly region or other factors), backlogs, percent with deeper measures, and other statistics. The contractor will be asked to implement customer surveys in close to real-time or on a quarterly basis if possible. These surveys will also provide input for the impact evaluation.

This evaluation also incorporates a focus on residential market assessment / customer profiling effort. The objective of this effort is to give CT a better idea of what areas and customer types have been served by the residential efforts and where opportunities lie to improve participation, assess equity issues, and inform program refinement. Attention should be paid to participation by renters, low and moderate-income households, and households that have limited English proficiency. To better accomplish this task, the selected bidder should be prepared to request, gather, and analyze historic tracking data from HES, HES-IE, new construction, and other programs for a longer period than will be needed for either the impact or process components of this project. An assessment of participation should both quantify participation trends by location and the primary demographic characteristics noted above and seek to understand reasons for non-participation. All analysis should be done using methods that minimize or account for self-selection bias.

The impact evaluation is very important to Connecticut's update of the PSD values for this program. The impact evaluation portion will focus on the single-family component only (a dedicated MF impact study is currently underway as X1941). The impact work needs to provide measure- and end-use related consumption, savings and realization rates, and include a detailed drill-down of drivers for the results. To achieve these goals, the proposer may use a combination of approaches so that low savings measures may be addressed sufficiently, and the methods and advantages should be explained in the proposal. The study must address and use best practices for delivered fuel savings, which represent a potentially large amount of savings, and must explain how savings from delivered fuels will be quantified. Be advised that the utilities do not have data on delivered fuels. In addition, NTG at the end-use or measure level is of interest.

The impact portion of this project should cover program impacts based on analysis using the most recent participants as possible (opportunities for fast feedback mechanisms for impact and potential process are of interest). Note there is interest in results from core service projects (most projects get lighting air/duct sealing, water saving measures) vs. add-on projects (adding insulation, HVAC and/or appliance measures).

In addition, a previous CT study examined the air and duct leakage measurements of treated homes to identify what was left on the table; this may be included as a topic for updating / focus from this study.

The study will include a review / assessment of the program and the direction HES design may need to take as lighting goes away. The study will also review issues raised in earlier studies to identify trends, improvements, and remaining issues. As in all evaluation studies, the study will be required to benchmark against CT results over time and benchmark against other states and programs to identify best practices, trends, and relative performance. To the extent possible, this study should also revisit the SF potential study (R15, 2014), emerging measures reports (R48 and R84, 2014) and the information from

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<sup>10</sup> Workforce including core services / weatherization contractors, HVAC contractors, and electrical workers. Note that the workforce issue is a significant one, and there is interest in actionable recommendations from this work.

benchmarking to highlight next measures and directions for the program. Depending on tasks and cost, there may be an opportunity to provide input on opportunities for other electrification opportunities, such as for wifi thermostats, mini-split heat pumps, central heat pumps, heat pump water heaters, Advanced Power Strips, and EV chargers. The study will also address as many of the issues of interest in the DEEP order as possible.

#### **Researchable Questions:**

1. What are the program impacts in energy and demand, at the end-use and larger measure levels? Results must be presented by HES and HES-IE separately, and by program administrator.
2. What are program realization rates for results presented above?
3. What are the appropriate NTG adjustments?
4. How well is the current program operating? Does the program design fit the current program logic?
5. Does the data collection and management process for this program follow best practice? What data are not collected or not properly archived?
6. How is program developing, maintaining, and supporting its workforce (important)? What areas need additional support or oversight? Are there barriers, variations<sup>11</sup>?
7. What barriers are customers facing that prevent them from participating? What are the participation patterns of CT residential customers? What patterns are discernible?
8. What recommended changes are there for incentives, services, delivery approach, quality control, and project management?
9. Is the current open vendor model the most appropriate one? How viable is the market given recent COVID-19 stoppage? What workforce issues are vendors facing?
10. Does this study provide insight into what defines a weatherized home as it relates to the 2030 state Weatherization goals?
11. To what extent are the programs making improvements based on insight from the Recurve tool?

#### **Methods:**

The process work should cover all aspects of the program, including but not limited to: customer recruitment and engagement with possible look at journey mapping, audits and assessment, contractor attitudes and satisfaction with program, contractor performance, customer messaging and reporting, effectiveness of services, lost opportunities, barriers to participation and program's ability to address them, quality control processes, and an array of other priority process issues.

The process evaluation should also include a substantial customer profiling / data-mining effort. We expect contractors to conduct basic reviews of program data / program documentation, performance and tracking, smoothness of delivery, time to complete phases, backlogs and delays, frequencies of measures, implementation of deeper measures, and differences between contractors and utilities and other performance indicators. Surveys addressing satisfaction, barriers and other usual indicators are also expected. For the customer profiling work, we are interested in integrating participants and overall customer databases (and potentially census or other data-mining / leveraging activities) to look at patterns of participation, savings outcomes, equity in participation / access, and other metrics to provide advice for program refinements. There is existing work in MA that can be built on.

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<sup>11</sup> Note Recurve may be able to help partially inform this question.

The residential market assessment / customer profiling effort conducted in association with the process evaluation will need to assemble residential tracking data to conduct an assessment of program coverage across time and across Connecticut. This effort will be modeled after the customer profile study that was recently conducted in Massachusetts, illuminating equity issues, which customer types have been served by the residential efforts and where opportunities lie to improve participation.

The impact work needs to provide measure- and end-use related consumption and savings and realization rates, and include a detailed drill-down of drivers for the results. The work should provide information at the end use level and, where possible, for priority measures. NTG results are also of interest; note that results for HES and HES-IE and by measure will be expected to differ. Results must provide estimates of both kWh and kW savings.

To the extent possible, the effort will coordinate with the utility studies now being implemented by Recurve. The utilities (or at least one of the utilities) is using Recurve<sup>12</sup> to process consumption data in near-real time. We are trying to bridge the gap between data collection and analysis conducted as part of the program, versus that done as part of EM&V studies. If suitable, the evaluation contractor may use Recurve processed data in conducting its billing analysis; or EM&V vetting of Recurve (inputs, outputs,<sup>13</sup> etc.) may be a valuable approach. It is noted that the Recurve platform also includes non-participant consumption data to identify homes for targeting (e.g. load profiles indicating potential for cooling / heating savings, etc.). However, this fact does not represent an endorsement of comparing participant and non-participant billing analysis as an acceptable measure of net savings. The study should employ best practices, and explore best options and not necessarily business as usual. This impact evaluation study is extremely important to CT.

We request creative proposals from bidders for this work. For the delivered fuels portion, we will be skeptical of proposals that rely on obtaining delivered fuels data or bills unless they can demonstrate success elsewhere with applicability to CT; CT projects have not had success obtaining accurate data from customers. The study should use best industry practices to provide the array of impact outputs we request as part of the study.

Note that a previous CT study examined the air and duct leakage measurements of treated homes to identify what was left on the table. Another project in this RFP is reviewing the program data to develop inferences about the quality of weatherization conducted under the program. There may be some data coordination necessary between these efforts. However, if this project – either for impact or process evaluations – involves on-site data collection, we are interested in having follow-up work on a duct-leakage analysis conducted on these measures, and it should be proposed either within the budget, or as an add-on with a clear budget.

#### **Project Timeline:**

The project will begin as soon as possible. Completion must be done by July 2021 if possible. Feel free to discuss phasing if that is necessary.

#### **Deliverables:**

- Kickoff
- Draft and final report containing methods, results, and recommendations.
- Final presentation

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<sup>12</sup> Note that the Recurve data may also assist in the residential market assessment / customer profiling effort.

<sup>13</sup> Note Recurve analyzes results by vendor, inspected vs. uninspected jobs, fuel type, core services vs. add-ons, HES vs. HES-IE and other breakdowns. Some of this information may be useful in the process evaluation as well.

- Documented databases

**Issues / Special Considerations:**

Note: we recognize that there may be efficiencies that could be achieved by conducting studies R1983 and R2029 jointly; both involve substantial data mining. Please indicate efficiencies, leveraging opportunities and cost-economies (or scope enhancements) that can be achieved if selected to perform both.

## **R2029 Combined Residential Weatherization Status and Duct Leakage Desk Study**

**Maximum Budget:** \$75,000

### **Description of Program and Project Background:**

This study has two parts – one related to estimating interim progress toward the Legislature’s Weatherization Goal, and another that reviews the apparent performance of HES / HES-IE contractors in key outcomes related to weatherizing homes. Neither study is on-site; both are viewed as data-leveraging “desk-studies”.

In 2011, the CT legislature established a goal of having 80% of homes weatherized by 2030; however, the legislature was mute on the definition of weatherization. The 2014 R5 Study developed housing “types” and inspected 180 homes to assess the performance of homes relative to EEB’s draft weatherization standard. The weatherization definition used was based on presence of various measures on-site, some of which could be validated on-site, and some of which ultimately could not be inspected in a practical / reliable way. The study found a significant shortfall in meeting the goal. This study should be reviewed by proposers.

These findings are out of date at this point, but reviewing progress toward the Legislative goal of 80% Residential Weatherization is a priority to DEEP. There is still no “official” definition of weatherization in place; however, DEEP is suggesting this study use a simpler definition –homes that have been served by HES or WAP. Based on project efforts, the project should also provide advice on weatherization definitions, including goals and the feasibility of measurement, and may consider alternatives related to prescriptive, performance, or participation elements. This advice may be used to review, for example, what measures should be in HES to have the home be considered weatherized? This study is not envisioned as an on-site study. Instead, this quick-turnaround study is designed to use a data-mining “desk-top” approach to estimate progress toward this definition of the Weatherization goal, bringing together databases that will support a reasonably-defensible calculation of interim progress and remaining gap toward the goal.

The second part of the study uses program records to assess duct leakage and the quality of HES and HES-IE work performed under the programs. We are comfortable that reasonable data to support this work exists at one of the two Connecticut Utilities.

### **Research Objectives:**

As mentioned, these analyses are “desk studies” that provide feedback on estimated progress toward Weatherization goal, and an assessment / review of the apparent quality of HES / HES-IE program retrofits. One objective is to provide an updated estimate for progress toward the legislative Weatherization goal. The other objective is to conduct a study that leverages existing program data, historic audit data and other data to determine extent to which air-sealing and duct sealing measures have been performed and their reported energy savings, and to assess how “weatherized” program homes are, how new homes compare to program homes (if possible), and guidance regarding deeper savings opportunities for the program.

In both parts of the study, we are interested in results and recommendations. However, we recognize that this work will be somewhat exploratory. Therefore, we are also interested in feedback on the feasibility of

the approaches used, and the underlying databases available, for tracking these indicators going forward. We will want information on lessons learned, barriers, and recommendations on improve approaches going forward.

**Researchable Questions:**

- What progress is being made toward the 80% weatherization goal? How much progress is still needed?
- Is this a workable definition for “weatherization”? What other definitions may be appropriate and/or feasible and measurable? Can this (or another reasonably-feasible) method be used to track progress going forward in-between larger field inspection-based studies of weatherization progress?
- How well are the HES contractors “weatherizing” homes? Can we learn something about duct leakage and / or other important weatherization quality indicators? Should additional data be collected to better facilitate tracking of quality of work?
- How do new homes compare to program homes (if possible)? Can
- Can we provide guidance regarding deeper savings opportunities for the program?

**Methods:**

The work assessing progress toward the 2030 Weatherization goal would involve several steps including: discussions with DEEP, EEB consultants, and the EA Team regarding the key elements of an acceptable weatherization definition and exploration of potential databases to support the work, including program participant and non-participant utility databases and outside databases. At this point, DEEP’s definition relies on participation in HES / HES-IE programs and the WAP program (not administered by the utilities). Then the contractor will conduct additional discussions with DEEP and the EA Team to identify what does and does not look possible based on the data available. Once an agreed-upon, best-possible approach is developed, the contractor will align databases to develop an estimate of the progress toward the Weatherization Goal, discuss the results in context with the R2014 study and the goal, identify implications related to the remaining potential, and provide suggestions for an improved, on-going tracking program that may be feasible going forward. This study will also need to consider how new construction over the study period and projected through 2030, and its weatherization condition, will affect the weatherization percentages.

The work assessing the leakage and quality issues related to the HES program would be based on the following general approach. This work would conduct a desk review analysis of project/tracking data for HES to examine the pre- and post-CFM values air sealing and pre / post R-values for insulation as a way to better understand how “weatherized” those participating homes are based on project records. We will also be interested in the added work/more aggressive/deeper savings approaches that can or should be pursued for future HES participants to get them closer to some ideal definition of weatherized. If feasible, the study may also consider bringing in new construction data and building code information to estimate the percent of recently-built homes would meet similar standards for weatherization without needing to be served by HES.

**Project Timeline:**

The project will begin as soon as possible. Weatherization tracking numbers are desired by late 2020. All work must be completed July 2021.

**Deliverables:**

- Kickoff
- Draft and final report with estimates of the results and recommendations on the two issues,
- Final presentation

- Databases with documentation.

**Issues / Special Considerations:**

Note: we recognize that there may be efficiencies that could be achieved by conducting studies R1983 and R2029 jointly; both involve substantial data mining. Please indicate efficiencies, leveraging opportunities and cost-economies (or scope enhancements) that can be achieved if selected to perform both.

## X2001 Measure Life / EUL Update

**Maximum Budget:** \$275,000

### **Description of Program and Project Background:**

The measure lifetimes / EULs in the CT PSD are a key part of the cost-effectiveness calculations for measures and programs. However, the numbers in the PSD are very aged (>20 years), have been adopted / adapted from other locations (many without statistical underpinnings), and have not been updated to today's technologies or CT's conditions. Defensible numbers are not available from literature; new surveys and statistical work are needed to support improved values.

**Research Objectives:** The research objectives are to provide statistically-defensible, updated, CT-appropriate EULs for several major Residential, and at least one major C/I program or measure, starting with the most important programs and measures. The priority-setting will be informed by a detailed PSD review that is currently underway, and information on these priorities will be available by June 2020. Priorities should also be based on age, measure importance, and ability to conduct analytical / quantitative work that will meet budget. The measures should not be lighting (much-studied) but other measures (HVAC, DHW, etc.) to demonstrate methods and replace particularly aged values for priority measures.

### **Researchable Questions:**

- What are the highest priority EULs to address? Which can this study provide quantitative information for?
- How can the study be designed to use best (well-known) practices for EUL studies, but also leverage the fact that many years of participants can be surveyed in one sample to reduce cost and improve efficiency? For which measures can this work or not work? Can a template be developed and applied to future CT EUL studies?
- What are updated values for EULs for a set of priority residential EULs and one commercial EUL?

### **Methods:**

- The study should use the basic long-recognized statistical approaches for EULs – but potentially adapted. The study's method should incorporate several considerations. Programs have been offering similar measures for multiple years, which provides many years of cohorts of participants to survey to identify whether measures are still in place and operable. New EUL studies have taken advantage of that, and it reduces cost of EUL studies because it eliminates the need for multiple years of repeated studies to wait for failures. The study can select samples from many years of the program and look for failures in different vintages of program participants in one study and survey.
- On the residential side, the study may achieve economies by considering designs that examine the top 3-4 measures from a (multi-measure) program that has been operating multiple years<sup>14</sup>, or other designs.
- A feasible strategy for at least one type of measure or program on the commercial side that can be conducted as part of this research study should be included.

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<sup>14</sup> Including some sampling to target participants with multiple measures installed for efficiency as conducted in California, but not to the point of biasing the results.

**Project Timeline:**

The start of the work should dovetail with the results of the June prioritization from the PSD review and incorporate preliminary findings in the prioritization for this project if possible. The project should be completed by July 2021.

**Deliverables:**

- Kickoff
- Draft and final report with results, methods, and recommendations.
- Final presentation
- Documented Databases
- Survey templates

**Issues / Special Considerations:**

None

## X1942 Cross-Cutting NEI Studies

**Maximum Budget:** \$325,000

**Description of Program and Project Background:**

CT has been reviewing its cost effectiveness tests (C/E), and has been undertaking work consistent with the National Standard Practice Manual (NSPM) to review policy and options; a policy paper is expected in the next several months. The work will be coordinated with the EA Team and those working on C/E tests for priority-setting. Two NEI studies have been conducted for CT and should be reviewed to help identify gaps, priorities, etc. (R1709, R4).

It is expected that this study will provide data and information to support review / revision work of CT cost-effectiveness test, with a focus on providing data so that the quantification of the C/E test will be able to be conducted as soon as possible after the policy is released.

Note that recently, DEEP provided an order as part of the 2020 C&LM Plan update, that requests analyses related to the TRC and Low income NEIs. Therefore, although this project is not program-specific, there is an early priority on NEIs related to the low-income program.

Related to this order, a review of the list of NEIs in Appendix 6 of the PSD will show it is not robust, and has significant gaps in low income (most importantly) as well as gaps in other residential NEIs and lacks C&I NEI values. The study will provide priority NEI estimates for timely implementation of the C/E test policy decisions now and directed toward the future, and work to provide quantitative information related to DEEP's 2020 C&LM Plan update order.

The project is not a literature review; instead it is data-focused, including substantial CT-based primary research. The study will provide quantitative estimates of high priority NEIs that can support revisions to cost-effectiveness tests, enhance the low income and other NEIs in PSD Appendix 6, and also identify next NEI research priorities.

To provide comfort with using the results in the C/E calculations, the NEI estimates should be defensible, and should be derived using transparent procedures, and not be perceived as a coming from a "black box".

Note that the project may end up coordinating with / leveraging with process evaluations for low-income, residential and commercial sectors underway now or shortly, in the conduct of surveys; however, for budgeting purposes, we should see these costs in this project budget.

We expect the project will include a presentation / discussion with the Evaluation Committee to discuss the final recommendations of NEIs to be researched, with the discussion taking place after the initial research on cost-effectiveness policy discussions and other background / prioritization research. For the purposes of clearer exposition in the proposal, you may/should provide examples of likely candidate NEIs.

**Research Objectives:**

The primary research objectives are to develop defensible quantitative CT-specific NEI estimates useful to the near- and longer-term revisions to CT's cost-effectiveness test. The study should conduct work consistent with the current policy work on the cost-effectiveness test, but also prepare for likely future

directions. Near term work should focus on low income (health and safety, EAP discounts, and others) and should include priority primary research in CT. Other near-term priorities will be based on the policy work which has been examining issues related to system benefits, O&M, and other NEIs. These research objectives should be conducted consistent with the cost-effectiveness policy work underway, support those efforts, and drive toward providing values for use with as little delay as possible.

After addressing the low-income sector, the project should focus on providing NEI estimates for a residential program or set of residential measures, and at least one commercial program or measure. The study should build on the priorities / gaps identified in the residential APPRISE study conducted recently for CT, as well as the directions of CT's cost-effectiveness policy work, and the directions of the NEI field.

Note that the study should also build off results / priorities identified in the CT APPRISE NEI literature review conducted in 2018. In addition, the study should work to include estimates of at least one set of commercial NEIs if possible, to set the groundwork for work that may develop out of the C/E policy directions (e.g. one program or one measure), and to provide a template for future NEI studies in the C&I sector.

#### **Researchable Questions / Objectives:**

- Identify and implement cost-effective, efficient, state of the art estimates of NEIs to address priorities low income / residential and at least one commercial application for CT.
- Support policy and cost-effectiveness direction development, and answer issues addressed in the Order by expanding the coverage of NEIs in Appendix 6 of the PSD.<sup>15</sup>

#### **Methods:**

Beyond the coordination work to identify / refine priorities that reflect direction for the state's cost-effectiveness changes, we will expect the project proposal to incorporate the following work:

1. Refine estimation method(s) based on priority NEBs for low income sector / Appendix 6, and address direction for the estimation work in the other sectors as well
2. Design the data collection work including primary data collection work (including surveys if necessary), and any secondary data collection work. Identify the analysis steps / how the data will be used – then staged data and analysis work (steps 3-5), with low income first, followed by the other sectors.
3. Conduct sampling and primary data collection work<sup>16</sup>
4. Conduct supporting secondary research and collection and/or modeling work
5. Calculate the NEIs, conduct sensitivity work, and identify implications for cost-effectiveness test results
6. Derive results, compare to NEIs estimated elsewhere, identify remaining priorities / gaps, and develop recommendations. Prepare templates for use in next NEI estimation work going forward.

#### **Project Timeline:**

The project will begin as soon as possible. Low income data are desired by late 2020. All work must be completed December 2021.

#### **Deliverables:**

- Kickoff

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<sup>15</sup> Appendix 6 includes low income HES-IE NEIs (which are used in the C/E test, per DEEP direction), but also includes NEIs for HES (non-low-income) and C&I BES program, but they are not used in the current C/E test.

<sup>16</sup> As mentioned in some other studies, there may be opportunities to coordinate survey work depending on the winners of various projects.

- Draft and final report with estimates and recommendations
- Final presentation,
- Databases with documentation, and
- Survey templates for use in future NEI work in CT.

**Issues / Special Considerations:**

As mentioned, there may be leveraging opportunities that may be identified after the project is awarded. In addition, the study should not be a literature review, but focus on conducting priority primary data collection to develop quantitative estimates for high priority NEIs tailored for CT.

## **X2022 Educational Efforts / Workforce / Customer and Community Engagement Assessment**

**Maximum Budget:** \$275,000

### **Description of Program and Project Background:**

The C&LM Plan includes training, education, and community and customer engagement initiatives that represent substantial expenditures annually. These programs represent expenditures of public funds (About \$14M over 3 years). There has not been a formal evaluation of these education and training efforts; elements of these initiatives have been the subject of recent attention by the EEB. This evaluation is needed to determine the extent to which education and training activities actively contribute to energy savings. Given they are funded by public goods charges, best practices suggest the training, education, and engagement activities should provide some clear return in direct or indirect energy savings, by moving participants to change behaviors or practices. Older approaches and objectives that measured attendance or attendee learning, do not meet these criteria. The initiatives, timing, and sizes are described in more detail in the C&LM Plan.

### **Research Objectives:**

This study will include a process evaluation of the education, training, and engagement initiatives.

We are interested in several items: an evaluation of the programs and their effectiveness in achieving savings (if any), an evaluability assessment, and recommendations for how the (likely evaluability) strategies can implement improved goals, and tracking systems that can move toward defensible assignment of savings in the future.

### **Researchable Questions:**

1. What are the learning objectives of current training/education/engagement activities? How do they need to be altered to refocus activity to causing action by attendees that leads to energy savings?
2. How do current training/education/engagement activities conform to best practices in the (adult and other) education and engagement spheres?
3. What actions and behaviors are attendees taking as a result of the initiatives / programs? Which can be linked to energy savings? What limits the effectiveness in achieving energy saving actions being taken?
4. To what extent are training activities expanding the workforce? How many trainees get new jobs or expand services because of training?
5. How should the initiatives be refocused to improve goals, links to savings, and future evaluability?
6. What accounting/reporting/testing should be used during and after activities to improve effectiveness and document achievements?
7. Are any of the actions producing sufficient savings that warrants a quantitative assessment? If so, can we design and implement that assessment?
8. Which initiatives do not show promise for ultimate linking to energy savings?

### **Methods:**

The project involves a process and performance evaluation of the array of programs representing the training, education, and customer and community outreach/ engagement programs to provide findings related to activities, trends, effectiveness, and best practices. The ultimate goal is to identify savings associated with the strategies, which in the near term may involve assessment of the strategies, review of goals and evaluability, and development of suggestions for refinements to goals and tracking to facilitate evaluation of savings in the future. We hope that in some cases, quantitative estimates of savings from attributable behavior change(s) induced by the program may be possible in this project. Where initiatives exist for which savings are unlikely ever to be attributed, these initiatives should also be identified. It should be recognized that the energy savings actions taken may be complicated by the fact that actions that were encouraged may currently be captured elsewhere (e.g. HES participation, etc.); a successful project will also make recommendations about improving accounting and attribution for these cases.

Bidders should show familiarity with the best-practice principles for effective outreach and engagement, learning programs, and workforce / training programs; including design, delivery, and assessment. Bidders should design an evaluation that reviews current practices, and works (potentially even with trainers) to make the initiatives more energy-saving focused. Bidders should also implement surveys of program participants to gauge the results of the trainings and relevant initiatives. Focus should be on determining the specific changes in behavior caused by the training / education / engagement activity, including identifying specific actions taken. A key intent of this study is not necessarily to quantify savings (unless it is possible for some of the initiatives), but to identify activities and initiatives that may be generating savings, and, where feasible, provide approaches for quantifying those savings in the future.

**Project Timeline:**

The project will begin as soon as possible. Project must be completed by July 2021.

**Deliverables:**

- Kickoff
- Draft and final report with results, methods, and recommendations
- Final presentation
- Documented databases

**Issues / Special Considerations:**

None



## Appendix A - Contract Terms and Conditions – Eversource

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### **Eversource Energy General Terms and Conditions CONSERVATION AND LOAD MANAGEMENT**

IN WITNESS, WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an authorized representative of Owner.

\_\_\_\_\_  
**Contractor**

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

Name:

Title:

Date:

**Eversource Energy Service Company  
Owner**

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

Name: June Wooding

Title: Category Lead

Date:

**Eversource Energy**  
**GENERAL TERMS and CONDITIONS**  
**CONSERVATION and LOAD MANAGEMENT**

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**1. DEFINITIONS.**

**All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.**

- 1.1 ACCEPTANCE: The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE".
- 1.2 AFFILIATE: Any company or other business entity that (i) is controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. The preprinted terms set forth on the back of each page of Owner's Order shall not bind either party.
- 1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.
- 1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including, business plans, marketing strategies, bidding activities, commercial, technical and performance information, Agreements, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.
- 1.6 CONTRACTOR: The entity issued an Order by Owner.
- 1.7 CONTRACTOR'S REPRESENTATIVE: The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.
- 1.8 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons or entities employed by or under the control of Contractor or any Subcontractor.
- 1.9 CUSTOMER: An entity or person that is a utility customer for whom Contractor is providing conservation and load management services authorized by Owner.
- 1.10 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.
- 1.11 ENVIRONMENTAL LAWS: shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the

conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

- 1.12 EQUIPMENT: A specific component, part, system, or material provided by Contractor under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.
- 1.13 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.
- 1.14 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.
- 1.15 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.
- 1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant", or "contaminant", or words of similar meaning or regulatory effect.
- 1.17 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement
- 1.18 ORDER: The document issued by Owner for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the preprinted terms on the back of Owner's Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Contract form, for any procurements by any Eversource Affiliate provided however, that the preprinted terms on the back of Owner's Purchase Order or Contract form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
- 1.19 OWNER: shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Contractor for Work awarded by such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.
- 1.20 OWNER'S REPRESENTATIVE: The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.
- 1.21 RESERVED
- 1.22 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part

of the Work. Such Services may include the following services: design, engineering, technical, consulting, preparation and/or compilation of Information; procurement maintenance, equipment replacement or modification, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and equipment; the supply of labor; and any other services to be performed as specified in the Agreement.

- 1.23 SITE: The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, Customer's premises or property, or other property not owned by Owner where Work is to be performed.
- 1.24 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.
- 1.25 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.
- 1.26 SUBCONTRACTOR: Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.
- 1.27 WORK: The terms used to describe collectively, all Equipment, materials, Information and Services, as referenced in the Agreement documents and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

## **2. CONTRACTOR'S BILLING RATES.**

Whenever Contractor performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Contract) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices using billing rates that are inconsistent with Owner's current rate schedule on file.

## **3. TERMS OF PAYMENT.**

- 3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Contractor shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.
- 3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced
- 3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.
- 3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, labor or

equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Contract; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under the Agreement or, under any other contract between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.\

3.6 Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

3.7 RESERVED.

3.8 RESERVED.

#### **4. TAXES.**

4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Owner shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.

4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Contractor's use in, and/or equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.

4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.

**5. CHANGES AND ADDITIONS.**

5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.

5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.

5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 RESERVED.

**6. INFORMATION.**

6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.

- 6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.
- 6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainty, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.
- 6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawing shall be submitted to Owner for approval in the requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices, and shall be legible such that Owner is able to clearly distinguish all characters and lines.
- 6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner and/or Customer, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

- 6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.
- 6.7 Contractor shall provide Owner and Customer with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to owner's Confidential Information.
- 6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.
- 6.9 The interpretation of the Specifications shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

**7. ELECTRONIC DELIVERY OF INFORMATION.**

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement

**8. DELAYS.**

- 8.1 Schedule Commitment/Notice of Delay. Time of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

- 8.2.1 Owner or Customer, to the extent authorized by Owner, may at any time request Contractor to delay performance or delivery of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures, including, but not limited to, directing Contractor to place the affected Work or portion thereof, including any materials or supplies, in storage at a site authorized by Owner.

- 8.2.2 Risk of loss and liability for Equipment, materials, and/or supplies placed in storage shall remain with Contractor until transferred to Owner or Customer in accordance with Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS".
- 8.2.3 If Work or any portion thereof is ready for performance or shipment, but performance or shipment is delayed beyond the scheduled performance or shipment date by Owner, the parties will adjust the payment schedule accordingly and for any Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such costs.
- 8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.
- 8.3 RESERVED.
- 8.4 RESERVED.
- 9. FORCE MAJEURE.**
- 9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.
- 9.2 Force majeure shall extend the time for Contractor's performance to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.
- 9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money.
- 10. INSPECTION.**
- 10.1 Contractor shall advise Owner in writing of each location where Work is being performed, or where materials or Equipment are being manufactured, stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work or storing such items to allow Owner to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.
- 10.2 Contractor shall provide Owner timely notice of the date of all tests affecting the Work, and provide test results promptly to Owner. Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general

inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work. concerning the Work.

10.3 RESERVED.

10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

**11. REQUIREMENTS FOR ACCEPTANCE.**

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative, and/or Customer to the extent applicable, the following:

11.1 written documentation that the Work is complete;

11.2 for Work performed for any Customer, certification by Customer that the Work has been completed to Customer's satisfaction;

11.3 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work; and

11.4 all Information required under the Agreement.

11.5 RESERVED.

**12. RESERVED**

**13. SUSPENSION OF WORK**

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

• **14. TERMINATION FOR CAUSE.**

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• 14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:

14.1.1 insolvency of Contractor;

14.1.2 filing of a voluntary petition in bankruptcy by Contractor;

14.1.3 filing of an involuntary petition in bankruptcy against Contractor;

14.1.4 appointment of a receiver or trustee for Contractor;

14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;

14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with the Contract; or

14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without Owner's advance written consent.

• 14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right

without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.

- 14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs.
- 14.4 Contractor shall maintain a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner or Customer completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner or Customer such ownership, rights and benefits of Contractor with respect to the Work.
- 14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

**15. TERMINATION FOR CONVENIENCE.**

- 15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.
- 15.2 Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 26, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.
- 15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

**16. OWNER'S REPRESENTATIVE STATUS.**

Owner's Representative may perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing

within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

**17. CONTRACTOR'S SUPERVISORY DUTIES.**

- 17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.
- 17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.
- 17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.
- 17.4 In the event Contractor Resources are given access to any of Owner's computer systems or equipment or Owner Information (including without limitation, Owner's Confidential Information), Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.
- 17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources providing and/or expected to provide Services. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.
- 17.6 RESERVED.
- 17.7 RESERVED.

**18. INDEPENDENT CONTRACTOR.**

Contractor Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

**19. SUBCONTRACTING.**

- 19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.
- 19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of all Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Contract; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all

Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

- 19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.
- 19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.
- 19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.
- 19.6 RESERVED.

**20. COMPLIANCE.**

- 20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.
- 20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.
- 20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of

Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

- 20.4 Code of Business Conduct - Owner values its relationships with its suppliers and contractors and shares the following core values with the intent of providing business standards for contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, including non-public Owner's shareholder and employee information. Because Owner places such a high priority on ethical and legal conduct, Owner requires all contractors and suppliers to read, understand and comply with Owner's business standards. Additionally, Owner expects its Contractors and suppliers to ensure their employees and Sub-contractors that may have business dealings with Owner understand and comply with these expectations. Failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5

**21. SITE REQUIREMENTS.**

- 21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's and Customer's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.
- 21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's Contractor Resources shall work in harmony with all such other personnel, and in accordance with Owner's schedules.
- 21.3 Contractor represents that prior to commencing Work it has advised its Contractor Resources of Owner's and Customer's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner and Customer concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.
- 21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.
- 21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at the Contractor's expense.

**22. INCIDENTAL MATERIALS AND CONSUMABLES.**

Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

**23. HAZARDOUS MATERIALS.**

- 23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such

generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

- 23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- 23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.
- 23.4 RESERVED.
- 23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.
- 23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

## **24. RESERVED**

## **25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.**

- 25.1 Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto, and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall

coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

- 25.2 Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Owner's or Customer's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner's Site.
- 25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.
- 25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.
- 25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.
- 25.6 For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.
- 25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.
- 25.8 RESERVED.
- 25.9 In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right, at Contractor's expense, to correct or make arrangements for another contractor to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately

protect adjacent private and public property.

- 25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.
- 25.11 Contractor shall have obtained criminal background checks and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work for Customers at Customer Sites. Contractor shall not assign Work to Contractor Resources that present a risk of injury to any individual or damage to or loss of property.
- 25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.
- 25.13 For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

**26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.**

- 26.1 Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Customer, if performed at Customer's Site, or Owner, if performed for Owner or at Owner's Site, upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.
- 26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass to Customer if performed at Customer's Site or Owner, if performed for Owner or at Owner's Site, upon Acceptance of Work by Owner or Customer, as applicable.
- 26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.
- 26.4 RESERVED.
- 26.5 Contractor shall deliver the equipment and materials purchased by Owner location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

**27. CLEANUP.**

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner, Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

**28. RESERVED.**

**29. RESERVED.**

**30. REMOVAL OF EQUIPMENT.**

Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.

**31. INSURANCE BY CONTRACTOR.**

As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement, unless a longer period is specified below:

- 31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than \$1,000,000.
- 31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.
- 31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per accident.
- 31.4 RESERVED
- 31.5 All policies contemplated in this Article 31 other than Workers' Compensation shall be endorsed to include Owner, its affiliates and their respective directors, officers, employees, and agents (including the Owner's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. Upon Owner's request, such endorsement shall be extended to include Customers as additional insureds. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. All policies shall require thirty (30) days written notice to be given to Owner of cancellation, termination and/or material change in any policy.
- 31.6 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates and additional insured endorsements shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.

- 31.7 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates, and shall not be deemed to limit Contractor's liability under the Agreement.
- 31.8 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations
- 31.9 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31 regardless of the number of losses.
- 31.10 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

**32. INDEMNIFICATION BY CONTRACTOR.**

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants, and the Customer for whom the Work has been performed (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

**33. INFRINGEMENT OF PROPRIETARY RIGHTS.**

- 33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.
- 33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

**34. CONFIDENTIAL INFORMATION.**

- 34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party shall maintain the Confidential Information of the other party, in a secure and confidential manner. Each party shall exercise the same degree of care and security that it exercises with its own Confidential Information and in no event less than a reasonable degree of care and security. Contractor agrees to use Owner's Confidential Information solely for the provision of Work and not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, Subcontractors, consultants, agents and those under its, and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

- 34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.
- 34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.
- 34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.
- 34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.
- 34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.
- 34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 34, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.
- 34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns
- 34.9 RESERVED.
- 34.10 **THIS SECTION IS APPLICABLE TO CUSTOMER PERSONAL INFORMATION:** Customer Confidential Information shall be kept confidential by Contractor and its agents, employees, and representatives in compliance with all applicable federal and state laws, including Connecticut, New Hampshire and Massachusetts (M.G.L. c. 93H) personal information laws and laws and regulations applicable to persons who own, license, store or maintain personal information about residents of Connecticut and New Hampshire and the Commonwealth of Massachusetts, and Contractor shall take appropriate measures to protect Customer Confidential Information in compliance with Section 17.4 and

industry best practices. Contractor shall encrypt all personal information containing financial account or credit or debit account numbers, driver's license numbers, state issued identification numbers or Social Security numbers when such personal information is stored on laptops or other portable devices, or transmitted across public networks or wirelessly.

**35. WARRANTY.**

**35.1 Services Warranty.**

35.1.1 Contractor warrants that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK:** In addition to the remedies set forth in Section 35.1.2, Owner shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.

35.2 Supplier Warranties. Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty. Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

**35.4 Equipment and Materials Warranty.**

35.4.1 For a period of two (2) years after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty if Owner fails to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with standards that exceed those generally accepted in the industry.

35.5 Completion Warranty. Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours;

assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provisions.

35.6.1 Owner shall notify Contractor in writing of any breach of warranty.

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO UTILITY UNDER THE CONTRACT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE UTILITY, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY UTILITY TO CONTRACTOR UNDER THE CONTRACT OR TWO MILLION DOLLARS (\$2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE CONTRACT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST UTILITY FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR

CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE CONTRACT.

- 36.4 The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONTRACTOR".

**37. RIGHTS AND LIABILITIES OF PRINCIPALS.**

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

**38. WAIVER OF MECHANIC'S LIENS.**

Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner property or equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.

**39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.**

- 39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within fifteen (15) days after delivery of the notice, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within thirty (30) days after the initial notice, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.
- 39.2 If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.
- 39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), of whom each party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut or Boston, Massachusetts.

- 39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.
- 39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.
- 40. ADVERTISING.**  
Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.
- 41. BINDING EFFECT; ASSIGNMENT.**  
The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.
- 42. WAIVERS.**  
The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.
- 43. APPLICABLE LAW.**  
43.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.
- 44. NOTICES; DEMANDS.**  
All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with

respect to each of the Owner's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

**45. RIGHT TO AUDIT.**

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

**46. DOCUMENT RETENTION.**

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

**47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN**

47.1 Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2 **For all** Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work as follows:

**Eversource Energy; Manager of Supplier Diversity Program; Procurement Department;  
P.O. Box 270; Hartford, CT 06141-0270.**

Contractor may be required to submit data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort.

47.3 The text of FAR 52.219 may be accessed electronically at the following address: <https://www.acquisition.gov/far/>. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

**47. PRIORITY OF DOCUMENTS.**

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (i.e. Software or Web-Hosted Application Addendums, if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

**48. SEVERABILITY.**

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

**49. FINANCIALS.**

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

**50. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES**

51.1 Owner may require prior to the signing of the Agreement that Contractor provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, any performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance, but shall not include any cost for Contractor's extension of such performance assurance due to failure of Contractor to complete Work in accordance with the applicable Work schedule.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

**51. NO GIFTS OR INDUCEMENTS.**

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor

offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

**52. MOONLIGHTING RESTRICTION.**

Contractor shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

**53. CONFLICTS OF INTEREST.**

54.1 Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

54.2 Contractor shall disclose to Customer any potential conflict of interest between the Contractor and Subcontractor that the Contractor recommends to perform work, and receive written permission from the Customer prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Subcontractor employees who can make decisions impacting Subcontractor's business, or 2) Contractor's employees or their family members who have an ownership interest in Subcontractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Subcontractor, or affiliated company of Subcontractor.

**54. RESERVED.**

**55. RESERVED.**

**56. INTERPRETATION AND CAPTIONS.**

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Agreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections [and Articles](#) contained in the Agreement have been inserted for convenience only and form no part of the Contract and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

**57. SURVIVAL.**

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

**58. COMPLETE AGREEMENT.**

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Contract shall be binding upon the parties unless made in writing and signed by both parties.

## NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement (“Non-Disclosure Agreement”)** dated as of the Effective Date of this Agreement between \_\_\_\_\_ (the “Contractor”), having offices at \_\_\_\_\_ and Eversource Energy Service Company, as agent for The Connecticut Light and Power Company, NSTAR Electric Company, Public Service Company of New Hampshire, NSTAR Gas Company, and Yankee Gas Services Company, each such entity dba Eversource Energy, having a principal place of business located at 247 Station Drive, Westwood, MA 02090 (hereinafter referred to as “Eversource”) (together the “Parties” or individually as “Party”).

### RECITALS

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain Confidential Information (as such term is defined below); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose confidential information to the other Party, its Representatives (as such term is defined below) or its Affiliates in connection with **Eversource Energy Efficiency Programs** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “*Confidential Information*” means

(i) all financial, technical, and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically, or in other form or media by the Disclosing Party, its Representatives, or its Affiliates to the Recipient, its Representatives, or its Affiliates in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential, or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed; and

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) all Personal Information (as s defined in Exhibit A attached); and

(iv) all Customer Information (as such term in is defined below).

(b) The term “*Recipient*” means a Party to whom the other Party, its Representatives, or its Affiliates discloses Confidential Information in its possession.

(c) The term “Disclosing Party” means the Party disclosing Confidential Information in its possession, or on whose behalf Confidential Information is disclosed, to a Recipient.

(d) The term “Representative(s)” means the officers, directors, managers, partners, members, shareholders, employees, agents, attorneys, accountants, contractors, and advisors of a Party or its Affiliates.

(e) The term “Affiliate” means any person controlling, controlled by, or under common control with, any other person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

(f) The term “Customer Information” means Personal Information (as defined in Exhibit A) that may include, but is not limited to, customer’s name, address, email address, account number, billing information, load information, and usage information.

## §2. Confidential Information Obligations

(a) Recipient shall receive all Confidential Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and security of the Confidential Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Confidential Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Confidential Information to its Representatives and/or Affiliates and their employees, contractors or agents to the extent each such Representative or Affiliate has a need to know such Confidential Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of the Recipient under this Non-Disclosure Agreement with regard to such Confidential Information. The Recipient shall immediately notify the Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

(b) The Parties acknowledge that Confidential Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Confidential Information (as such term is defined in Exhibit A attached hereto). To the extent Personal Confidential Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as Exhibit A) which is hereby incorporated by reference and made a part of this Non-Disclosure Agreement.

## §3. Exclusions from Application.

This Non-Disclosure Agreement shall not apply to Confidential Information that,

(i) at the time of disclosure by or on behalf of the Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by the Recipient or any of its Representatives or Affiliates,

(ii) is rightfully in the possession or knowledge of Recipient, its Representatives, or its Affiliates prior to its disclosure by or on behalf of the Disclosing Party,

(iii) is rightfully acquired by Recipient, its Representatives, or its Affiliates from a third party who is not under any obligation of confidence with respect to such Confidential Information, or

(iv) is developed by Recipient, its Representatives, or its Affiliates independently of the Confidential Information disclosed hereunder by or on behalf of the Disclosing Party (as evidenced by written documentation).

§4. Production of Confidential Information. The Recipient agrees that if it, or any of its Representatives or Affiliates, is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand, or other process) to disclose any of the Disclosing Party's Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative or Affiliate of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Recipient may disclose, and may permit such Representative to disclose, that portion of the Confidential Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, the Recipient shall use (and, to the extent applicable, shall cause its Representatives and Affiliates to) reasonable efforts to seek confidential treatment for Confidential Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

§5. Scope of Use. Recipient shall, and shall cause its Representatives and Affiliates to, use Confidential Information disclosed by or on behalf of the Disclosing Party solely in connection with the Purpose and shall not, and shall cause its Representatives and Affiliates not to, use, directly or indirectly, any Confidential Information for any other purpose without the Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Confidential Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness, or reliability of any such Confidential Information; all such representations and warranties are hereby expressly disclaimed. Neither the Disclosing Party nor its Representatives or Affiliates shall have any liability whatsoever with respect to the use of, or reliance upon, the Confidential Information by the Recipient, its Representatives or its Affiliates. Neither Recipient, its Representatives, nor its Affiliates shall acquire any ownership interest or rights in Confidential Information by virtue of its disclosure hereunder. Except for the limited right to use the Confidential Information disclosed for the Purpose, no license to Recipient, its Representatives, or its Affiliates under any trademark, patent, or other intellectual property right,

is either granted or implied by the disclosure of Confidential Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Confidential Information. Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Confidential Information, including copies and abstracts thereof, within thirty (30) days of a written request by the Disclosing Party (a “Request”). The foregoing notwithstanding, Recipient may retain one copy of such Confidential Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that the Recipient shall not be required to return to the Disclosing Party, or destroy, copies of Disclosing Party’s Confidential Information that (A) reside on the Recipient’s or its Affiliates’ backup, disaster recovery, or business continuity systems, or (B) that the Recipient or its Affiliates are obligated by applicable law and/or governmental regulations to retain. The Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use the Disclosing Party’s Confidential Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent any Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Confidential Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit any Party’s right to independently engage in any transaction, or independently develop any information, without use of any other Party’s Confidential Information.

§9. Term and Termination. Except with respect to any Confidential Information that is Customer Confidential Information or Personal Confidential Information, Recipient’s obligations and duties under this Non-Disclosure Agreement shall have a term of five (5) years from the Effective Date (the “Term”). In the case of any Confidential Information that is Customer Confidential Information or Personal Confidential Information, Recipient’s obligations and duties under this Non-Disclosure Agreement shall survive indefinitely (the “Special Confidential Information Term”). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Confidential Information Term for all Customer Confidential Information or Personal Confidential Information disclosed prior to such termination, and (ii) for the Term for all other Confidential Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby

submits to the personal and subject matter jurisdiction of the courts of Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that Eversource may assign this Non-Disclosure Agreement to an Affiliate without the consent.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any, and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power, or privilege hereunder.

§17. No Publicity. No Party shall (and each Party shall ensure that its Representatives and Affiliates do not) issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To Eversource

Attn: June Wooding  
247 Station Drive  
Westwood, MA 02090

To Contractor:

Attn: **“PLEASE PRINT YOUR DETAILS HERE (REFER TO PAGE 5)”**

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, exchange of PDFs by electronic mail) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

*[Signatures are on following page.]*

**IN WITNESS WHEREOF**, this Non-Disclosure Agreement has been executed by authorized representatives of the Parties as of the date first above written.

\_\_\_\_\_  
**Contractor** **Eversource Energy Service Company**

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

Name:	Name: June Wooding
Title:	Title: Category Lead
Date:	Date:

## **Exhibit A**

### **Information Security Addendum**

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative and Affiliates to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives or Affiliates.

#### **1.0 DEFINITION**

- 1.1 “Personal Information” – Information that identifies a specific person, including but not limited to first name and last name or first initial and last name in combination with anyone or more of the following data elements: home and work addresses; telephone numbers; e-mail addresses; social security numbers; medical insurance numbers, state issued identification card number; birthdates; gender; marital status; driver’s license numbers or other driver identification data; personnel records; customer account information; financial account information; credit related information including but not limited to credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or protected health information. Without limiting the foregoing, Personal Information includes all private data of Eversource and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, as may be defined by state and/or federal statutes and regulations and Eversource policies or practices. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

#### **2.0 SECURITY**

- 2.1 Contractor hereby agrees to comply with all federal and state laws and regulations applicable to Personal Information it receives from individuals or Eversource, including, without limitation, the Massachusetts Data Security Regulations, 201 CMR 17.00, as applicable.
- 2.2 Contractor agrees to: (a) implement and maintain appropriate physical, technical, and administrative security measures for the protection of Personal Information as required by any applicable law, including, without limitation, 201 CMR 17.00 ; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any Personal Information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by all applicable laws, including, without limitation, 201 CMR 17.00.
- 2.3 Contractor shall not, directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Eversource

- 2.4 All records pertaining to the Personal Information, whether developed by the Eversource or others, are and shall remain the property of Eversource;
- 2.5 Contractor shall adopt, implement, and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Eversource and in compliance with all applicable statutory and regulatory requirements. Contractor shall have in place a written information security program (“WISP”) consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”) to govern the protection of all Personal Information. Contractor maintains on behalf of Eversource, and Contractor agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of the Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for Eversource’s review, at Eversource’s request, (a) Contractor’s WISP and (b) other applicable security program documents, including its incident response policies, encryption standards, and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Contractor shall provide Eversource with any amendments to such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy, or program.
- 2.6 Contractor shall notify Eversource immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Contractor shall promptly and in writing provide Eversource with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Eversource, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated. Contractor’s failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.
- 2.7 Contractor shall notify Eversource immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information and shall work with Eversource to mitigate such risk.
- 2.8 Contractor shall, from time to time during the term of the Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit Eversource or its representatives to perform audits of Contractor’s facilities, equipment, books, records (electronic or otherwise), operational systems, and such other audits as may be necessary to ensure: (a) Contractor’s compliance with this Addendum, (b) Contractor’s compliance with all applicable regulations and laws, and (c) Contractor’s financial and operational viability, including but not limited to Contractor’s internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall report security incidents to the Eversource. Contractor shall cooperate with and follow the instructions of Eversource in responding to any such incident related to Personal Information that was provided to Contractor by Eversource, or by Eversource employees, agents, or customers, hereunder. Contractor incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Eversource data and services, physical security breaches into facilities directly responsible for

supporting Eversource data and services, and other directed attacks on systems directly responsible for supporting Eversource data and services.

- 2.10 Contractor understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Eversource would suffer irreparable harm, for which damages would not be an adequate remedy, if Eversource's Personal Information were improperly disclosed. Contractor therefore agrees that Eversource shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.11 Contractor further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless Eversource and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Contractor or any party under its control including disclosures resulting from any security breach or encryption failure in the transmission of such Personal Information, regardless of whether caused by Contractor's negligence, except to the extent caused by the sole negligence of Eversource. Further, Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Agreement and such insurance coverage shall apply to all services provided by Contractor or its agents or subcontractors. Contractor shall indemnify, hold harmless, and defend Eversource, its employees, agents, Representatives and subcontractors from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Contractor, its employees, agents, representatives or subcontractors, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.
- 2.12 In the event that the Contractor fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Eversource shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

### **3.0 DATA SCRUBBING VERIFICATION**

- 3.1 Upon termination of the Agreement, Contractor shall return to Eversource all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to Eversource's procurement agent. Upon termination of the Agreement, the Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to Eversource's procurement agent, and providing Eversource with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds

Eversource's data handling standards and industry best practices for the disposal/destruction of sensitive data.

#### **4.0 MISCELLANEOUS**

- 4.1 The terms of this Addendum shall survive the termination of the Agreement.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”) is made as of **June 19, 2017** (the “**Effective Date**”), by and between The United Illuminating Company (“**UI**”) for itself and as agent for The Southern Connecticut Gas Company and Connecticut Natural Gas Corporation, (hereinafter referred to collectively with UI as the “**Utilities**”) each a specially chartered Connecticut corporation with offices at 180 Marsh Hill Road, Orange, Connecticut 06477, and **NAME OF VENDOR** with offices at **ADDRESS** (“**Contractor**”). UI and Contractor may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**.”

WHEREAS, Contractor and the Utilities desire to enter into this Agreement to govern Contractor’s provision of professional services as set forth herein and in an applicable Scope of Services (as defined below);

NOW, THEREFORE, in consideration of the premises, and the mutual covenants stated herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound by the terms and conditions set forth below, hereby agree as follows:

1. **SERVICES.** The Utilities engage Contractor to provide the services described in one or more Scope of Services (the “**Scope of Services**”) executed by the Parties, in substantially the form of Exhibit A (the “**Services**”), and Contractor accepts such engagement subject to the following terms and conditions contained in this Agreement. Each Scope of Services is incorporated herein by reference. In the event that Contractor reasonably believes that its performance of additional services is advisable or necessary, then Contractor shall request prior written authorization from UI of the additional services and such additional services shall only be performed if a change order in the form of Exhibit B is executed by UI and Contractor prior to Contractor’s provision of any such additional services (“**Change Order**”). Contractor shall not be entitled to any payment for services performed by Contractor not described in the Scope of Services or authorized in advance by UI in writing in a Change Order in accordance with this Section 1. Contractor shall perform the Services in accordance with the work schedule set forth in the Scope of Services.

2. **PERSONNEL.**

- (a) Contractor shall provide qualified personnel listed in the Scope of Services or otherwise identified as performing Services (the “**Personnel**”) to complete the Services specified in the Scope of Services. Contractor shall cause the Personnel to perform their assignments in accordance with this Agreement and under the general direction of, and at the site specified by, the Utilities’ project manager in charge of the applicable project; *provided, however*, Contractor shall maintain full control of the performance of the Personnel

hereunder. Unless otherwise described in the Scope of Services, each of the Personnel shall devote his or her full knowledge, skill and time to performing the applicable Service.

- (b) The Utilities may, in their sole discretion, terminate the services of any Personnel for any reason (including no reason) at any time, in which event the Utilities shall have no further obligation with respect to such Personnel except to pay Contractor for the Services performed by such terminated Personnel prior to their termination.
- (c) Contractor shall use all reasonable means to continue the employment or engagement, as the case may be, of the Personnel until the Services are completed. If either (i) Contractor terminates the employment of any Personnel performing the Services for any reason, or (ii) the Utilities terminate the services of any Personnel under Section 2(b) above, Contractor shall furnish the Utilities with Personnel at least as experienced as the Personnel they replace. The Utilities shall not be obligated to pay Contractor for the number of hours needed to train such replacement Personnel to perform the assigned work at a satisfactory level.
- (d) Contractor shall not withdraw any Personnel from any assignment with the Utilities without UI's prior written consent, which shall not be unreasonably withheld, unless any such Personnel are terminated from Contractor's employment, or are unavailable due to sickness or Family and Medical Leave Act (29 U.S.C. § 2601 et seq.) issues.
- (e) Contractor shall comply with and cause all Personnel and any and all Contractor subcontractors to comply with any and all applicable published rules, regulations and policies of the Utilities, including such matters as working hours, holidays, security measures and the UIL Holding Corporation Code of Business Conduct. In addition, Contractor shall (at its sole cost and expense) at all times comply with and cause its subcontractors to, at all times, comply with any and all the Utilities safety and security standards in effect from time to time, including but not limited to UI's background screening requirements applicable to Contractor and its subcontractors in order to permit personnel of Contractor and/or subcontractor(s) (as the case may be) to perform the Services. Contractor agrees to execute any and all documents as may be required by the Utilities in connection with the Utilities' safety and security standards (including but not limited to the UI's background screening requirements as provided for in Exhibit C, attached hereto and incorporated herein by reference).
- (f) In the performance of Services under this Agreement, Contractor, its Personnel and all subcontractors (and their personnel) shall not be under the influence of or in the possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Services is not affected by such).

### **3. INDEPENDENT CONTRACTOR**

- (a) Contractor is acting, in performance of this Agreement, as an independent contractor. Only those Personnel who are employees or bona fide subcontractors of Contractor for federal tax purposes may provide services under this Agreement. Personnel supplied by

Contractor hereunder are not employees or agents of Utilities and Contractor shall continue to be fully responsible for their acts. Contractor shall be solely responsible for the payment of compensation of the Personnel and any associated taxes assessed by any relevant taxing authority and the Contractor shall inform the Personnel that they are not entitled to any of the employee benefits of Utilities. Contractor shall be solely responsible for payment of worker's compensation, disability benefits and unemployment insurance and for withholding and paying employment taxes for the Personnel. Contractor shall cause the Personnel to affirm in a manner as may be requested by UI from time to time that they are not employees of the Utilities for any purpose and that they shall not exercise any rights or seek any benefit accruing to employees of the Utilities. Contractor shall have no right, power or authority to create, and shall not represent to any person that it has any such power to create, any obligation, express or implied, on the Utilities' behalf without the express prior written consent of UI.

- (b) If any of the Personnel is found not to be an employee of Contractor or a bona fide subcontractor of Contractor for any purpose, including federal tax purposes, Contractor shall, without limiting any other obligation or liability which Contractor may have to the Utilities, immediately take appropriate corrective action or remove the Personnel from performing services hereunder and, if requested by UI, provide a qualified replacement as described in Section 2 hereof.

#### **4. PAYMENTS**

- (a) Contractor shall invoice UI for work actually performed under the Scope of Services at the rates specified in the Scope of Services. Invoicing shall be as provided for in the Scope of Services and shall be in arrears following delivery to and acceptance by the Utilities of deliverables as set forth in the Scope of Services. Each invoice submitted by Contractor to UI shall be accompanied by appropriate supporting documentation.
- (b) UI, for itself or on behalf of the Utilities shall reimburse Contractor, in accordance with the Travel and Living Guidelines attached hereto as Exhibit D, for documented business expenses incurred with UI's prior written approval and under the terms of the Scope of Services but only if reimbursement for such expenses is specifically authorized in advance and in writing by UI.
- (c) UI, for itself or on behalf of the Utilities shall pay all undisputed invoices under the terms specified herein.
- (d) The Utilities shall be obligated to pay only for actual Services rendered or expenses approved pursuant to this Agreement prior to the effective date of any termination under this Agreement or the Scope of Services, as applicable. In no event shall the Utilities be responsible for Contractor's performance of additional services in addition to those provided for in the Scope of Services unless Contractor has received proper written approval by UI that specifically authorized the performance of such additional services, all as provided for herein.

- (e) If UI, for itself or on behalf of any of the Utilities, in good faith, disputes any invoice, it may withhold payment of any disputed amounts until the resolution of such dispute.
- (f) Contractor must provide UI with an invoice within sixty (60) days after the provision of Services. The Utilities will not be responsible for any payment to Contractor if an invoice is not received within such timeframe.
- (g) In no event shall the Utilities be responsible for any payments to Contractor whatsoever for any Services to the extent payment for such Services would exceed the maximum payment amount provided for in any purchase order issued by UI, for itself or on behalf of the Utilities to Contractor in connection with this Agreement or Change Order issued by UI, for itself or on behalf of the Utilities to Contractor under this Agreement.

## 5. CONFIDENTIALITY

- (a) Contractor acknowledges that it may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the Utilities or their Affiliates (as defined in Section 18(h)) or their customers or to third parties to whom the Utilities owes a duty of confidentiality. The term “**Confidential Information**” shall mean any and all proprietary, confidential or non-public information of the Utilities in any form obtained by Contractor or its Personnel, employees, subcontractors or agents in the performance of this Agreement. Confidential Information shall include, without limitation, any and all personally identifiable customer information of the Utilities and the Proprietary Information (as defined in Section 8 below) and Critical Energy Infrastructure Information (“CEII”), as such term is defined at 18 CFR 388.113. Confidential Information shall not include information that is: (i) in or becomes part of the public domain other than by disclosure by Contractor in violation of this Agreement; (ii) demonstrably known to Contractor previously, without a duty of confidentiality; (iii) independently developed by Contractor without use of or reference to the Confidential Information of the Utilities; or (iv) rightfully obtained by Contractor from third parties without a duty of confidentiality. The exceptions described in the immediately preceding sentence shall not apply to any information that would otherwise be considered Confidential Information and that is or relates to personally-identifiable information provided by individual consumers or customers to the Utilities and its Affiliates and any list, description or other grouping of consumers or customers that is derived using any such information (all such information, “**Nonpublic Personal Information**”). Any such Nonpublic Personal Information shall remain confidential in all circumstances.
- (b) Contractor shall hold the Confidential Information in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes other than the performance of this Agreement and the Scope of Services. Contractor may only disclose Confidential Information to such of its employees, agents and subcontractors to the extent that such employees, agents and subcontractors need to know such Confidential Information in connection with the performance of its obligations under this Agreement. Contractor shall (i) advise each of its employees, agents and subcontractors (and their employees) who may be exposed to the Confidential Information, including the Personnel,

of their obligation to keep such information confidential, and (ii) be liable for breach of this Section 5 by any of such employees, agents or subcontractors. In the event that the Utilities discloses CEII to Contractor or Contractor obtains any CEII from the Utilities in any manner, Contractor shall, in addition to its obligations set forth herein, fully comply with the provisions of Exhibit E hereto as well as any and all additional requirements and/or conditions the Utilities may have from time to time in connection with the release of CEII to third parties. In the event that the provisions contained in Exhibit E are inconsistent with the provisions of this Section 5, the most restrictive provisions shall apply.

- (c) If Contractor is requested to disclose all or any part of any Confidential Information under a subpoena, or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, Contractor shall (i) immediately notify UI of the existence, terms and circumstances surrounding such request; (ii) consult with UI on the advisability of taking legally available steps to resist or narrow such request and cooperate with UI on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reliable assurance reasonably acceptable to UI that confidential treatment shall be accorded to such portion of the Confidential Information to be disclosed.
- (d) Contractor shall (i) ensure the security and confidentiality of any Nonpublic Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Nonpublic Personal Information, (iii) protect against unauthorized access to or use of Nonpublic Personal Information that could result in substantial harm or inconvenience to the Utilities or any of its customers, (iv) ensure the proper disposal of Nonpublic Personal Information, (v) take appropriate action to address any incident of unauthorized access to Nonpublic Personal Information, and (vi) notify UI promptly upon, but no later than twenty (24) hours after, becoming aware of any incident of unauthorized access to Nonpublic Personal Information and as soon as possible after any other breach in Contractor's security that materially affects the Utilities or the Utilities' customers.
- (e) The Parties acknowledge the transactions contemplated hereby are unique, and that a breach by Contractor or its Personnel, employees, agents or subcontractors (or their employees) of this Section 5 will result in irreparable injury to the Utilities for which monetary damages alone would not be an adequate remedy. If there is a breach or threatened breach by Contractor or its Personnel, employees, agents or subcontractors (or their employees) of its obligations contained in this Section 5, the Utilities shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any other appropriate relief in equity or law, including monetary damages.

## **6. INDEMNIFICATION**

- (a) Contractor shall defend with counsel reasonably acceptable to UI (or settle at Contractor's sole expense), indemnify and hold the Utilities, its Affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents (collectively,

the “*Indemnified Parties*”) harmless from and against any and all suits, claims, and proceedings by third parties resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys’ fees (collectively “*Losses*”), which arise out of the performance or non-performance by Contractor of the Services contemplated by this Agreement, including without limitation Losses arising from and relating to: (i) any personal injury or property damage resulting from an act, omission or negligence of Contractor or its Personnel, employees, agents or subcontractors (or their employees); (ii) any claim, action or proceeding commenced against any of the Indemnified Parties alleging that the Personnel are employees of the Utilities, its Affiliates or assignees for any purpose; (iii) the breach by Contractor of any covenant, warranty or condition of this Agreement; (iv) any infringement of any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party arising out of the performance of the Services or arising out of the acquisition or use by the Indemnified Parties of any Services, software, materials, equipment, combination, concepts, information or process designed, procured or delivered by Contractor pursuant to or in connection with this Agreement; and (v) any taxes, penalties, interest and/or fines assessed by any governmental unit against any of the Indemnified Parties in connection with this Agreement; unless in each case, such Losses are due solely to the gross negligence or willful misconduct of the Utilities. UI, for itself or on behalf of the Utilities may, at its expense, assist in such defense, provided Contractor shall control such defense and all negotiations relative to the settlement of any such claim. UI, for itself or on behalf of the Utilities shall promptly notify Contractor in writing of any claim which UI believes falls within the scope of this Section 6, but failure to give such notice shall not relieve the obligations of Contractor described in this Section 6, unless and to the extent that Contractor is materially prejudiced by UI’s failure to timely provide notice.

- (b) Except as otherwise described in Section 6(c), in no event will Contractor or the Utilities be liable to each other, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.
- (c) Notwithstanding the foregoing, no limitation or exclusion of liability shall apply with respect to any claims based on (i) breach of the obligations contained in Section 5 (Confidentiality) of this Agreement, (ii) either Party’s gross negligence or willful misconduct in relation to the performance of the Services, or (iii) relating to Contractor’s indemnification obligations under Section 6 of this Agreement.

## 7. **INSURANCE**

- (a) Contractor shall acquire and maintain the following insurance coverage from insurers with an A.M. Best rating of A- or better, in form and substance reasonably satisfactory to UI, with the indicated amounts to be in force during the performance of the Services and, if any such policy is written on a claims-made basis, for three (3) years after termination or expiration of this Agreement:

Worker's Compensation	As prescribed by statute or other jurisdiction in which work is to be performed.
<ul style="list-style-type: none"> <li>• Employer's Liability</li> </ul>	\$1,000,000 bodily injury each accident \$1,000,000 bodily injury by disease, policy limit \$1,000,000 bodily injury by disease, each employee.
Commercial General Liability	\$1,000,000 each occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, blanket contractual liability and completed operations.
<ul style="list-style-type: none"> <li>• Excess Liability Insurance (Umbrella Form)</li> </ul>	\$4,000,000 per occurrence and in the aggregate over the Employer's, General and Auto Liability.
Commercial Automobile Liability	\$1,000,000 combined single limit covering all owned, non-owned and hired automobiles, if the use of automobiles is required.
Employee Crime Liability	(blanket fidelity) \$1,000,000 minimum

- (b) Such policies of insurance shall contain a waiver of subrogation in favor of UI for itself and on behalf of the Utilities.
- (c) Contractor shall furnish UI with a certificate of insurance evidencing coverage in such amounts with a minimum thirty (30) day prior written notification to UI if the policies are to be cancelled, renewed or materially altered as to affect coverage for the Utilities. The liability policies listed above, except for the Workers Compensation and the Employer's and Professional Liability policies, shall name UI, for itself and on behalf of the Utilities and its managing directors, partners, employees, agents and authorized representatives as additional insured as its or their interests may appear. Contractor's failure to deliver satisfactory evidence of coverage shall not be construed as a waiver of that Party's obligation to provide the required insurance coverage. Receipt by UI of a non-conforming certificate of insurance does not constitute acceptance. This provision shall survive termination and expiration of the Agreement.
- (d) The insurance coverage required by this Section 7 shall be primary to any other coverage available to the Utilities or its Affiliates, and shall not be deemed to limit Contractor's liability under this Agreement.

## 8. PROPRIETARY RIGHTS

- (a) All rights in and to any information, materials, inventions and discoveries of any kind developed by Contractor and/or the Personnel solely or jointly with the Utilities as part of

providing Services or otherwise pursuant to this Agreement (the “**Proprietary Information**”) shall be owned solely and exclusively by the Utilities. Proprietary Information shall include any and all patent, trademark, copyright, trade secret and other intellectual property or proprietary rights of any kind and any and all works in any medium that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not limited to improvements, modifications and derivations of such Proprietary Information. As applicable, all such Proprietary Information is considered a work made for hire. To the extent necessary to vest such sole and exclusive ownership in the Utilities, Contractor hereby irrevocably assigns, and shall cause the Personnel to irrevocably assign to Utilities, in each case without additional consideration, any and all right, title and interest in and to the Proprietary Information. Proprietary Information may be used by Contractor and/or Personnel only in connection with performing their responsibilities under this Agreement. Notwithstanding the foregoing, Contractor Proprietary Information shall be owned solely and exclusively by Contractor; provided, however, that Contractor hereby grants to the Utilities a perpetual, non-transferable, royalty free license to display, reproduce, modify and use any Contractor Proprietary Information included in any work product or deliverables under this Agreement. For purpose of this Agreement, “**Contractor Proprietary Information**” means all proprietary information of Contractor as of the Effective Date or created independently of the performance of the Services by Contractor or its subcontractors, without any contribution by the Utilities or use of the Utilities Confidential Information.

- (b) Contractor irrevocably assigns to the Utilities (and, as applicable, its successors and assigns) any and all rights in and to the Proprietary Information. Contractor shall execute, or cause to be executed, without cost to the Utilities, any and all documents and to perform such acts as may be necessary to secure to the Utilities the patent, copyright, trademark, trade secret or other intellectual property or proprietary rights protection throughout the world relating to the Proprietary Information. Upon request of UI, Contractor shall provide, or cause to be provided, to UI a certificate evidencing compliance with this provision.
- (c) Contractor shall maintain complete and accurate written records of all Proprietary Information, including, but not limited to, notes, sketches, drawings and reports related thereto (the “**Records**”).
- (d) Any and all such Proprietary Information, Records and related material shall be delivered to UI upon request and in any event at the termination of this Agreement, and neither Contractor nor any Personnel shall retain any copies thereof without UI’s prior written consent, which consent shall not be unreasonably withheld.

## 9. WARRANTIES

- (a) Contactor warrants that any Services performed by, through or on behalf of Contractor as part of, or in connection with, the Agreement shall (i) be performed by Contractor resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in

accordance with the highest professional standards applicable to the utility industry and/or the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

- (b) Each and every deliverable contemplated by the Scope of Services: (i) shall conform to the specifications for same as set forth in the Scope of Services or as mutually agreed to in writing by UI and Contractor; (ii) shall meet the functional, performance and reliability requirements of UI described in the Scope of Services (and any Change Order, as applicable) and (iii) shall comply with such acceptance tests and standards established by the Utilities.
- (c) Within the period of three (3) years after completion of the Services of all Work under the Agreement, if Utilities determines that any portion of the Services performed by or at the direction of Contractor fails to comply with the warranties set forth above, Contractor shall, at its sole cost and at Utilities' option, (i) correctly re-perform such Services or correct the defect or error in the information, (ii) allow Utilities to take over the work and receive from Contractor reimbursement for such warranty work, and/or (iii) return to Utilities the charges paid by Utilities and attributed to such Services.
- (d) Contractor shall obtain usual and customary warranties from subcontractors, which shall be obtained for the benefit of Contractor and Utilities. The existence and/or absence of any subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impart in any manner whatsoever Contractor's obligation to Utilities hereunder.
- (e) Utilities shall notify Contractor in writing of any breach of warranty. Utilities shall have the right to set-off against other amounts due Contractor herein or otherwise any amount owed by Contractor to Utilities. If any defect in Contractor's work, including corrective work is latent and not discoverable by Vendor's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years. Any corrective work performed by Contractor pursuant to this provision shall be subject to the applicable warranty provisions, and the warranty period for such corrective work shall be the remained of the original warranty period plus an additional three (3) years.

## 10. REPRESENTATIONS.

Contractor represents to the Utilities that:

- (a) Contractor and each of the Personnel has and shall have the right to enter into this Agreement and all necessary rights, authorizations, or licenses to provide the Services and perform its and their obligations under this Agreement, and its and their performance does

not and will not violate the terms or provisions of any other agreement or contract to which Contractor or any of the Personnel is a party;

- (b) Contractor shall not engage in any activity which may result in an unauthorized use of or loss of rights in the Proprietary Information;
- (c) Contractor shall ensure that each of the Personnel comply with his or her obligations in connection with this Agreement and the Scope of Services;
- (d) Contractor has and shall have obtained from each of the Personnel in writing all necessary rights, authorizations or licenses to perform Contractor's obligations under Section 8;
- (e)

## **11. TERM, TERMINATION AND SUSPENSION**

- (a) This Agreement shall commence on the Effective Date and shall continue in full force and effect until the date that the last Scope of Services expires or is terminated, unless sooner terminated as provided for herein (the "***Term***"). If this Agreement is terminated while any Scope of Services is still in effect, then such Scope of Services shall automatically terminate. UI may, for itself or on behalf of the Utilities, in its sole discretion, extend the term of any Scope of Services for additional one-month periods through the issuance to Contractor of a Change Order in the form of Exhibit B. The Scope of Services shall set forth the period of performance and the services, respectively, to be performed with respect to the Scope of Services.
- (b) UI, for itself or on behalf of the Utilities may terminate this Agreement immediately by written notice to Contractor if Contractor has availed itself of, or been subjected to by any third party, (i) a proceeding in bankruptcy in which Contractor is the named debtor, (ii) an assignment by Contractor for the benefit of its creditors, (iii) the appointment of a receiver for Contractor, or (iv) any other proceeding involving insolvency or the protection of, or from, creditors, , and same has not been discharged or terminated without any prejudice to Contractor's rights or interests under this Agreement within sixty (60) days.
- (c) Notwithstanding anything to the contrary contained in this Section 11, UI, for itself or on behalf of the Utilities may terminate this Agreement, and/or any Scope of Services, at any time for any or no reason by giving Contractor written notice of termination, and this Agreement, and/or the applicable Scope of Services, shall terminate on the effective date specified in such notice.
- (d) Notwithstanding anything to the contrary contained in this Section 11, in the event that Contractor or the Utilities is in material breach of this Agreement or a Scope of Services, the other Party may terminate this Agreement, or the applicable Scope of Services, thirty (30) days after written notice of such breach is given to such other Party if the other Party fails to cure such breach within such thirty (30) day period, except if time is of the essence (as may be set forth in a Scope of Services), in which case UI, for itself or on behalf of the Utilities may terminate this Agreement or the applicable Scope of Services immediately

without a cure period. Notwithstanding anything to the contrary contained in this Agreement, no payments shall be due from the Utilities to Contractor following the effective date of any termination by UI in accordance with this Section 11(d) unless such payments relate to Services provided prior to such effective date of termination.

- (e) Following service of a notice pursuant to this Section 11 terminating this Agreement, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement and comply fully with its obligations hereunder and it shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of service of a termination notice pursuant to this Section 11 and the date of actual termination.
- (f) Upon termination of this Agreement pursuant to this Section 11:
  - (i) ***Contractor shall render an invoice in respect of any Services performed since the date of the last invoice issued under Section 4 and up to the termination date; and***
  - (ii) ***The Utilities shall pay the undisputed amounts of such invoice under Section 4.***
- (g) UI, for itself or on behalf of the Utilities may, in its sole discretion, immediately terminate this Agreement in the event that Contractor, its Personnel or any of its subcontractors and their personnel (i) is/are performing or alleged to be performing illegal activities during or in connection with the performance of Services, including but not limited to theft, fraud, hazardous driving, or the use of alcohol or illegal/controlled substances, (ii) is/are acting or have acted in an unprofessional manner to the Utilities' customers and/or (iii) is/are acting or have been alleged to have acted in a manner that has or could reasonably be expected to harm persons or property or jeopardize/pose a threat to the safety of persons or property or to the reliability or operation of the Utilities' electrical or gas systems.
- (h) Termination shall be without prejudice to any rights or remedies either Party may have against the other in respect of any breach of the terms of this Agreement; *provided, however*, that except as otherwise required by Section 6, neither Party shall be liable for any claim for loss of profit, loss of contract or loss of revenue if either Party terminates this Agreement prior to any project completion date specified in the Scope of Services.
- (i) UI, for itself or on behalf of the Utilities may at any time, for any reason (including no reason) immediately suspend Contractor's performance of the Services by written or oral notice to Contractor or any of the Personnel. Following such suspension the Utilities may, in its sole discretion, permit Contractor to continue such performance at a later date or terminate this Agreement in accordance with this Section 11.
- (j) Additional provisions, if any, related to performance goals and objectives in connection with the Services, including but not limited to, the Utilities' right to take action, (including but not limited to terminating this Agreement, for Contractor's failure to meet such performance goals and objectives), are provided for in the Scope of Services. Such provisions are in addition to and do not limit in any way the Utilities' termination rights provided for in this Section 11.

## 12. TIMELINESS OF PERFORMANCE.

Contractor understands that prompt performance of the Services is required by the Utilities in order to meet the Utilities' schedules and commitments. Unless time is of the essence (as may be set forth in Exhibit A, in which case a failure to meet any deadline shall be a material breach), in the event that Contractor materially fails to meet any deadline set forth in the Scope of Services, then: (a) until the date on which such failure is cured in accordance with this Section 12, UI, for itself or on behalf of the Utilities has the right to suspend payment of any invoice that is (i) outstanding at the time of such failure or (ii) submitted by Contractor following such failure; (b) Contractor and the Utilities shall promptly convene a meeting to discuss the reasons for such failure (the "**Cure Conference**") at which Cure Conference, Contractor and the Utilities shall work to develop a recovery plan acceptable to the Utilities in its sole discretion (the "**Recovery Plan**"); and (c) Contractor shall execute and comply with the terms and conditions of the Recovery Plan as accepted by the Utilities or UI on behalf of the Utilities. Contractor shall be deemed to be in material breach of this Agreement if it does not comply with the preceding clauses (b) through (d); *provided, however*, that Contractor shall not be responsible for delays to the extent due to the Utilities' negligence.

## 13. NO PROMOTION/NON-SOLICITATION.

Contractor agrees that it and its employees, subcontractors and agents, including the Personnel, shall not, without the prior written consent of UI in each instance, (a) use in advertising, publicity or otherwise (i) the name of the Utilities or its Affiliates, or any of their managing directors, partners, officers, employees, representatives or agents or (ii) any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Utilities or its Affiliates, or (b) represent, directly or indirectly, that any product or any service provided by Contractor is approved or endorsed by the Utilities, its Affiliates or any persons listed in Section 13(a)(i) above.

Contractor agrees that it will not without the prior written consent of UI directly or indirectly solicit for employment or hire any employee of the Utilities or any of its subsidiaries or Affiliates with whom it has had contact or who became known to it in connection with this Agreement.

## 14. NOTICES.

Any notice or communication required or permitted to be given by either Party under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested or by an overnight delivery service to the Party receiving such communication at the address specified below:

### If to Contractor:

**CONTRACTOR  
ADDRESS**

### If to the Utilities:

The United Illuminating Company  
180 Marsh Hill Road  
Orange, Connecticut 06477  
Attention: Director of Purchasing

With a copy to:

UIL Holdings Corporation  
180 Marsh Hill Road  
Orange, Connecticut 06477  
Attention: Legal

or such other address as either Party may in the future specify to other Party in accordance with this Section 14. Any notice shall be deemed given on the date delivered.

**15. INSPECTION OF BOOKS.**

During the Term and for the three (3) year period following termination of this Agreement, Contractor shall keep detailed accounts and records related to the performance of the Services under this Agreement, including, without limitation, relating to the Personnel, and will on request, and subject to the restrictions on Confidential Information, allow inspection of such accounts and records as may be required in connection with activities related to and costs and expenses incurred under this Agreement by the Utilities or its authorized representatives, upon reasonable notice during normal business hours. If any such inspection reveals that any invoice or payment shall not have been rendered or made in accordance with the terms of this Agreement, or that any statement rendered or payment made by Contractor is inaccurate, then Contractor shall pay the reasonable cost of such inspection without prejudice to any other remedies or claims of the Utilities.

**16. COMPLIANCE WITH LAWS; COOPERATION; NO LIENS.**

- (a) Contractor shall comply with all federal, state, county, and local laws, ordinances, regulations, rules and codes applicable to Contractor in connection with the performance of its obligations under this Agreement including, without limitation, (i) the Fair Labor Standards Act, including any regulations or administrative orders thereto; and (ii) the Occupational Safety and Health Act, including any regulations or administrative orders thereto.
- (b) Contractor agrees to cooperate fully with the Utilities and to provide any assistance necessary in connection with any investigation of any illegal or fraudulent activities or similar situations which may involve Contractor, its employees, subcontractors or agents, including the Personnel.
- (c) Contractor shall ensure that the Utilities' premises and the premises of any of the Utilities' customers are kept free from liens or claims of liens of suppliers, subcontractors, laborers or materialmen as payments are made under this Agreement. Contractor shall, at its sole cost and expense, caused to be dissolved by bond or otherwise any lien recorded or filed by any of Contractor's suppliers, subcontractors, laborers or materialmen with respect to the Utilities' premises and/or the premises of any of the Utilities' customers.

**17. DISPUTE RESOLUTION**

- (a) Informal Dispute Resolution. In the event a dispute arises between the Parties, the individuals directly involved in the dispute shall meet to negotiate and attempt to resolve

the dispute. If the dispute cannot be resolved at this level within thirty (30) days, then a senior executive officer of each Party shall meet to negotiate and attempt to resolve the dispute. If the dispute cannot be resolved at the senior executive level within thirty (30) days, then the Parties shall attempt in good faith to resolve such dispute by mediation, as set forth in Section 17(b).

- (b) Mediation. Mediation shall be in accordance with the most current applicable rules for mediation promulgated by the American Arbitration Association ("AAA"). The mediation proceedings shall be held in New Haven, Connecticut or such other location mutually acceptable to the Parties, and each Party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of AAA. Such mediation will be held within sixty (60) days of submission to AAA.
- (c) Litigation. If the dispute cannot be resolved by mediation within ninety (90) days of submission to mediation, then the Parties may proceed to litigation, in accordance with Section 18(e), unless a tolling agreement has been entered into between the Parties in order to continue mediation in the event that the applicable statute of limitations period would otherwise run.
- (d) Continuation of Services. During the pendency of any dispute, the Parties will continue to execute their obligations under the Agreement, notwithstanding the existence of such dispute, except as otherwise mutually agreed in writing or as provided in Section 11.
- (e) Injunctive Relief; Statute of Limitations. The provisions of this Section 17 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, judicial or other proceedings either to (1) seek injunctive relief or (2) avoid the expiration of any applicable legal or contractual limitations period.

## 18. GENERAL

- (a) Neither Contractor nor the Utilities shall be liable for any failure to comply with the provisions of this Agreement and such a failure shall not constitute an event of default or breach of this Agreement to the extent (i) such failure arises out of a cause that is beyond the reasonable control of such Party, including without limitation: flood, war, riot, act of terrorism, act of military, civil or regulatory authority, earthquake, act of God or natural disaster and (ii) the Party claiming that its performance is affected by any such event, had taken reasonable action to avoid the event, promptly notifies the other Party of the event and the anticipated effects of the event or the impact of the event, as applicable, on such Party's performance, and continues to take reasonable means to expeditiously remedy the problem causing such nonperformance (any such event meeting the conditions of both (i) and (ii) above and not excluded in the next sentence, being referred to herein is a "***Force Majeure Event***"). The foregoing shall not apply where the affected Party could have reasonably invoked its business continuity or disaster recovery plan to avoid the failure to comply caused by the Force Majeure Event. If the nonperformance shall be in effect for longer than thirty (30) consecutive days, the Party not claiming that its performance is affected shall be entitled to terminate this Agreement.

- (b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Neither Party shall assign, sub-license, sub-contract, charge or otherwise encumber any of its rights or obligations under its Agreement without the prior written consent of the other Party except that the Utilities may assign this Agreement (i) to any Affiliate of the Utilities or (ii) to any entity which succeeds to all or substantially all of the Utilities' assets or business. The entry by Contractor into a subcontract upon receipt of such consent from UI shall not relieve Contractor of its obligations under this Agreement. The terms and conditions of any subcontract shall conform to the provisions of this Agreement.
- (c) If one or more of the provisions of this Agreement and/or the documents incorporated herein by reference is determined to be invalid, illegal or unenforceable in any respect, such provisions shall be reformed to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such reformation is possible, then such provisions shall be deemed omitted and the balance of the Agreement shall be valid and enforceable.
- (d) The failure by either UI or Contractor to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of its rights under this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms of this Agreement.
- (e) This Agreement and all matters relating to or arising under this Agreement shall be governed in all respects by the laws of the State of Connecticut, without giving effect to principles of conflicts of law, and any litigation arising out of or connected in any way with this Agreement shall take place in a State or Federal court of competent jurisdiction in New Haven, Connecticut. UI, for itself and on behalf of the Utilities and Contractor each irrevocably waives and releases, to the fullest extent permitted by law (i) any objection to the venue of any such proceeding brought in such a court, and (ii) any claim that any such proceeding brought in such court has been brought in an inconvenient forum. In addition to the foregoing, the Parties hereby waive their rights to claim a trial by jury with respect to any action arising under this Agreement.
- (f) The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.
- (g) All requirements, terms, conditions, and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement.
- (h) UI and Contractor specifically acknowledge and agree that it is their intention (i) that all of the products and/or services contemplated by this Agreement be made available to the Affiliates of the Utilities, (ii) that the Affiliates of the Utilities may acquire Services from Contractor by entering into a Scope of Services with Contractor on the same terms and conditions as this Agreement, and (iii) that Affiliates of the Utilities are third party beneficiaries entitled to enforce the terms and conditions of this Agreement. For the purposes of this Agreement, "**Affiliate**" shall mean an entity that owns or controls, is owned

or controlled by or is or under common control or ownership with a Party, where control is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

- (i) Contractor acknowledges and agrees that the Public Utilities Regulatory Authority (“PURA”), or its successor, may inspect or audit the Utilities in connection with any matter relating to the provision of the Services performed by Contractor or its subcontractor(s) (as applicable) and/or request any and all information, documentation related to the same (including but not limited to the provision of this Agreement). In the event that the Utilities deem it necessary or advisable to provide to PURA Confidential Information of Contractor, which information has been clearly identified as Confidential Information by Contractor upon the Utilities’ receipt of such material, such Confidential Information shall be provided to PURA by the Utilities pursuant to a Motion for Protective Order or Confidential Treatment (as the case may be). UI and Contractor acknowledge and agree that whether such information is accorded full, limited or no protection from public disclosure will be determined by PURA.
- (j) Contractor acknowledges and agrees that the Utilities, in their sole discretion and without notice to Contractor may share any information relating to this Agreement, including but not limited to information relating to the Services performed by Contractor or any Subcontractor under this Agreement, with the Energy Efficiency Board, PURA, the Department of Energy and Environmental Protection, and any other entities the Utilities determine is necessary to achieve the highest level of Services on behalf of its Customers. Contractor further acknowledges and specifically agrees that information relating to the services provided by Contractor or any Subcontractor under this Agreement is not Confidential Information.
- (k) This Agreement, the attached Exhibits and any Scope of Services supersede all prior agreements and understanding between the Parties for performance of the Services, and constitute the complete agreement and understanding between the Parties unless modified in writing, signed by both Parties. This Agreement may be executed and delivered by facsimile or other electronic means and in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the Parties, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

CONTRACTOR:

**THE UNITED ILLUMINATING COMPANY  
On its Behalf and as Agent for The  
Southern Connecticut Gas Company  
and Connecticut Natural Gas  
Corporation**

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

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

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

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

Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Controls Group**

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

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

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

<b>Change Order No.</b>	<b>Date Submitted:</b>
<b>Requesting Party</b>	<b>Receiving Party</b>
<b>Description of Proposed Change</b> (Attach additional pages as required.)	
<b>Impact Analysis</b>	
Resource Impact:	
Cost Impact:	
Timing Impact:	
Date Response Delivered:	
<b>Response</b>	
<p>The Receiving Party:_____ accepts this Services Change Proposal and desires to proceed with the Services as changed.</p> <p>_____ wishes to negotiate this Services Change Proposal.</p> <p>_____ rejects this Services Change Proposal.</p>	
<p>This Change Order, when executed and delivered, forms part of the Professional Services Agreement entered into between the Contractor and The United Illuminating Company, for itself or on behalf of the Utilities on the ____<sup>th</sup> of _____ 20____.</p> <p>This Change Order, when executed and delivered, amends the terms and conditions of the Agreement and/or Scope of Services pursuant to its terms. Unless otherwise set forth in the Change Order, in the event of a conflict between the term and conditions of the Agreement and the terms and conditions of this Change Order, the terms and conditions of the Change Order shall prevail.</p>	
<b>UIL HOLDINGS CORPORATION</b>	<b>Contractor</b>

<p>_____</p> <p>AUTHORIZED SIGNATURE &amp; DATE SIGNED</p>	<p>_____</p> <p>AUTHORIZED SIGNATURE &amp; DATE SIGNED</p>
<p>_____</p> <p>PRINTED NAME &amp; TITLE</p>	<p>_____</p> <p>PRINTED NAME &amp; TITLE</p>

**CHANGE ORDER**

## **BACKGROUND SCREENING**

The United Illuminating Company (“UI”), Southern Connecticut Gas (“SCG”), and Connecticut Natural Gas (“CNG”, and with UI and SCG, each a “Utility” and collectively “Utilities”) are committed to ensuring a secure and safe work environment, addressing federal security regulations for the protection of bulk electricity and natural gas assets and establishing a consistent and efficient approach to security clearing all contractors and subcontractors (and each of their employees), including company principals, performing work for the Utilities and their customers. As part of its safety and security efforts, the Utilities have engaged e-VERIFILE.COM, INC. (“e-verifile”) to conduct personal background screenings (the “Program”) with respect to employees of contractors and subcontractors (“Contractor”) who provide services to Utilities on the Utilities’ property or within the Utilities’ service territories, which screenings must be completed yearly.

The Program consists of the following

1. A personal background check of employees of Contractor who perform services on Utilities’ property or in Utilities’ service territories
2. Safety awareness training, as necessary
3. Authorized access credentials (i.e., a photo identification badge for Contractor’s employees)

The Program applies to the following:

1. Employees of Contractor who perform services on Utilities’ property or in Utilities’ service territories.
2. Employees of Contractor who have access to Utilities’ customer information, customer homes, or Utilities’ tracking system

The following is a summary of the steps associated with Contractor compliance with the Program:

- Each Contractor must execute the attached document in which it agrees to comply with the requirements of the Program.
- Contractor must register its company with the “UtilitySAFE program” that is administered by e-verifile. The web address is [www.utilitysafe.com](http://www.utilitysafe.com). In addition, Contractor will contract directly with e-verifile so that e-verifile can perform the required screenings, etc. Contractor will be solely responsible for paying e-verifile for these services.
- Contractor must secure background consent forms from each of its employees to whom the Program is applicable as stated above. Only those employees of Contractor who comply with Utilities’ requirements under the Program will be allowed to provide services to Utilities or its customers under Utilities’ agreement(s) with the applicable Contractor.
- Contractor will submit necessary employee information to e-verifile via the website noted above.

- Electronic photographs of Contractor's employees who will be performing the applicable services must be submitted to e-verifile. Such employees will then complete the on-line training safety awareness program on the website, if applicable.
- Upon the successful completion by Contractor's employee of the training program, a background screening investigation is initiated.
- If the background screening investigation meets the required criteria, a photo identification badge will be provided by e-verifile to Utilities for distribution to the Contractor's employee.
- Such employee must wear the approved identification badge at all times and will not be allowed to work on Utilities' property, in Utilities' service territory or at Utilities' customer homes, or have access to customer information or access to Utilities' system without the e-verifile issued identification badge. If an employee of Contractor is performing any of the services stated above and does not have the approved identification badge, the Contractor's employee will be required to leave the premises, if applicable, and abandon all work until the approved identification badge is obtained.
- Employees leaving the employment of a Contractor must surrender the identification badge to the Contractor. It is the Contractor's responsibility to provide notification to the Utilities of the employee's departure within 24 hours of the departure.
- Contractor must ensure that all employees, including employees of subcontractors, comply with all of the requirements of the Program.
- Subcontractors performing work for Contractors that meet the applicability criteria of the Program must either 1) use the UtilitySAFE e-verifile process to obtain background checks for applicable employees, or 2) provide written documentation and proof that another background check, satisfactory to Utilities, in their sole discretion, has been performed by or for the Subcontractor.
- Background screening annual renewals are a requirement of the Program. Failure to meet this requirement may result in termination of this contract.

Please note that Contractor has full and complete responsibility for its employment decisions. Utilities' Program simply establishes the protocol for Contractors who provide services to Utilities. Attached is a document that must be executed by Contractor as evidence of Contractor's agreement to comply with the requirements of the Program. Contractor (including subcontractors) must comply with the Program no later than 30 days after execution of Contractor's agreement with Utility. After such date, Utilities may perform unannounced audits to ensure that Contractor employees are wearing their e-verifile issued identification badge. Contractor personnel unable to present the e-verifile issued Identification badge will be removed from Utilities' or customer's property and not be permitted to continue performing services for Utilities until such identification can be established. Utilities reserve the right to suspend or terminate Contractor's contract with Utilities if the Contractor fails to adhere to the Program.

If you have any questions regarding the UTILITYSAFE.com services, please contact e-verify through its website at [www.utilitysafe.com](http://www.utilitysafe.com) at 770-859-9899 option # 1.

**Contractor Acknowledgement of an Agreement to Comply with**

**[UI, CNG, SCG or BGC]**

**Safety, Security and Background Screening Program Requirements**

**[Insert Contractor Name]** (“Contractor”) hereby agrees to comply with any and all of [The United Illuminating Company’s (“UI”), Southern Connecticut Gas (“SCG”) or Connecticut Natural Gas (“CNG”)] (“Utility”) contractor safety and security requirements and associated background screening program (as such may be amended by Utility from time to time), which, among other things, requires that certain employees of Contractor are background screened pursuant to Utility’s requirements (as they may be amended from time to time). Contractor understands and agrees that such background screening will be performed by a third party entity as determined from time to time by Utility (“Third Party Entity”). Contractor further understands and agrees that Contractor will take any and all actions necessary to ensure that it (including its employees) complies with any and all requirements of Utility’s contractor security requirements and background screening program as well as any and all requirements of the Third Party Entity (including but not limited to entering into and complying with the provisions contained in any agreement that the Third Party Entity may require Contractor to enter into and the timely payment of any and all fees as required by such Third Party Entity).

In addition to the foregoing, Contractor hereby represents, acknowledges and agrees that it has and it will continue to comply fully with any and all applicable laws, rules and regulations (whether federal, state or local) in connection with the background screening of its employees as provided for herein, including but not limited to any and all privacy laws, rules and regulations and the Fair Credit Reporting Act (“FCRA”), as such act may be amended from time to time. Contractor further certifies, warrants, and agrees that it has a "permissible purpose" (as defined by Section 604 of the FCRA) for obtaining the consumer reporting information embodied in the reports provided to it by the Third Party Entity in connection with the background screening of Contractor’s employees. Contractor further warrants and agrees that: (i) it will obtain from its employees written authorization to procure the consumer reporting information contained in the reports referenced above, (ii) it will maintain such written authorization in Contractor’s file in its office, (iii) it will provide its employee with a clear and conspicuous written disclosure of its purpose for procuring the consumer reporting information contained in the reports referenced above and (iv) it will cause its subcontractors, if any, to comply with any and all of Utility’s contractor safety and security requirements and the associated background screening program. Contractor further acknowledges its responsibilities and obligations stipulated in the FCRA, including but not limited to the duties of a person taking an “adverse action” under Section 615 of the FCRA, and the penalties for obtaining consumer reporting information under false pretenses.

Contractor shall defend with counsel reasonably acceptable to Utility, indemnify and hold Utility, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents (collectively, the “***Indemnified Parties***”) harmless from and against any and all suits, claims, and proceedings by third parties (including but not limited to the Third Party Entity or Contractor employees) resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys’ fees (collectively “***Losses***”), which arise out of (i) any breach by Contractor (or its employees, as applicable) of its representations and/or obligations

contained herein, (ii) any breach by Contractor under its agreement with the Third Party Entity, (iii) any failure by Contractor to abide by any and all applicable laws, rules and regulations in connection with the background screening of its employees as contemplated herein, including but not limited to FCRA, (iv) any employment decision, or potential employment decision, made by Contractor (including, but not limited to employment decisions regarding the potential employment of, employment of, or termination of the employment of an employee, or potential employee, as the case may be, of Contractor), (iv) any personal injury or property damage resulting from an act, omission or negligence of its employees providing services to Utility, (v) any claim, action or proceeding commenced against any of the Indemnified Parties alleging that Contractor's employees are employees of Utility, its affiliates or assignees for any purpose, and (vi) any claim, action or proceeding commenced against any of the Indemnified Parties by any Contractor employee in connection with or as a result of Contractor's participation in and compliance with Utility's safety and security requirements and background screening program.

**Contractor:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

## **TRAVEL AND LIVING GUIDELINES**

If the travel and living expenses incurred by Contractor or its Personnel in connection with the Services are the responsibility of UI, then the following will apply:

1. Allowable travel and living expenses are limited to air fare, meals and hotel accommodations, and rental car or taxi fare. Reimbursement for such expenses is limited as follows:
  - a. Air fare reimbursement with respect to any flight shall not exceed reasonable and customary rates for a “coach” class ticket. Under special circumstances, and only if approved in advance, and at UI’s sole discretion, UI may authorize “business” class.
  - b. Contractor shall be reimbursed up to \$40.00 (US) (per day) per applicable Personnel for meals and incidentals. (no alcoholic beverages)
  - c. Lodging will be reimbursed based on preferred rates at hotels at which there is a UI preferred rate. Contractor must mention UI at time of booking to receive preferred rate. If Contractor does not obtain the preferred rate, Contractor is responsible for the difference between the preferred rate and the charged rate.

Omni Hotel	New Haven
LaQuinta Inn and Suites	New Haven
Holiday Inn Express	Shelton
Courtyard by Marriott	Shelton

- d. Rental vehicle charges will be reimbursed at reasonable and customary rates for vehicle size no greater than “intermediate.”
  - e. Contractor shall provide copies of receipts for all expenditures with expense invoices before reimbursement will be made by company.

### Critical Energy Infrastructure Information

- A. For purposes of these provisions, the term “Recipient” means someone who is approved to receive CEII in accordance with the provisions of this Exhibit E (the “Provisions”) and the provisions of the New England Participating Transmission Owner Procedure for Disclosure of CEII (the “Procedure”), posted on the Open Access Same Time Infrastructure Systems (“OASIS”).
- B. Contractor may only discuss CEII with another Recipient of the identical CEII. Contractor may check with UI to determine whether another individual is a Recipient of the identical CEII.
- C. If Contractor submits information to the Federal Energy Regulatory Commission (“FERC” or “Commission”) that includes CEII obtained under these Provisions, portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.112(b).
- D. Contractor may use CEII as foundation for advice provided to others but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.
- E. Contractor will not knowingly use CEII for an illegal or non-legitimate purpose.
- F. All CEII shall be maintained by Contractor in a secure place. Access to these materials shall be limited to other Recipients of the identical material. Contractor may make copies of CEII, but such copies become CEII and subject to these same procedures. Contractor may make notes of CEII, which shall be treated as CEII notes if they contain CEII.
- G. Contractor must return the CEII to UI, or destroy CEII within fifteen days of a written request by UI to do so, except that CEII notes may be retained in accordance with Paragraph F above. Within such time period, Contractor, if requested to do so, shall also submit to UI an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or maintained by Contractor in accordance with Paragraph F.
- H. Contractor remains bound by these Provisions unless UI or the FERC rescinds the Procedure and these Provisions, or a court of competent jurisdiction finds that the information does not qualify as CEII.
- I. UI may request that FERC audit Contractor’s compliance with these Provisions.
- J. All violations of these Provisions will be reported to the FERC, and the FERC will determine whether to take action.