



Request for Proposals for Residential Program Evaluation Projects and Related Research

Issued by:

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

Reply to:

Lisa Skumatz and Scott Dimetrosky
skumatz@serainc.com and scottd@apexanalyticsllc.com

Issue Date: November 13, 2015

Response Date: December 11, 2015, 5pm Eastern Time

Proposal Schedule:

11/20/15	Deadline for all questions (must be submitted in writing)
11/30/15	Deadline for Intent to bid submittal (to be on list of Q&A and other updates)
11/30/15	Written answers to Q&A provided by email to email addresses on Intent to Bid
12/11/15	Electronic Proposals due 5:00 EDT

Organization of the Request for Proposals

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FORM A
Intent to Bid

Submit by Deadline on Cover Sheet
Submit by email only to skumatz@serainc.com and scottd@apexanalyticsllc.com

Firm Name: _____

Contact Name: _____ Date: _____

Contact Email Address: _____

Contact Telephone Number: _____

Address: _____

- Will Not Bid / Please Retain our firm for Future Bidders Lists
- Will Not Bid / Please remove our firm's name from future bidder's lists

**We will Bid on the following components of this RFP for Residential Program Evaluation and Research
PLEASE MARK ALL AREAS YOU INTEND TO INCLUDE IN YOUR PROPOSAL**

- TRACK A: Will submit for Residential Research Area by Submitting Process and Impact Evaluation Scopes / Budgets
- TRACK B: Will submit Qualifications for Skill / Topic Area(s) for consideration for a residential multi-year contract for these services and/or Resource list as project needs arise
Please Check the appropriate boxes below
 - Engineering analysis
 - Process evaluation
 - Billing analysis
 - Market effects research
 - Behavior program evaluation
 - Field metering and analysis

FORM B

Checklist, Contents/Organization/Order and Page Limits for the Proposal

IF submitting for BOTH Track A and Track B, organize all Track A elements first, then a Blank Page; then Separate each research area with a Title page listing ONLY the research area and continue with the Track B submittal elements.

Item	Submittal Order / Inclusion	Page Limit	Check if included
Cover page – including all firms included on team	Track A and Track B	1	
Table of Contents (all page numbers sequential, not by section. Must list at least each section listed below)	Track A and Track B	1-2 pages, as needed	
Form A – Intent to Bid	Track A and Track B	1 page	
Form B – Checklist for Proposal	Track A and Track B	1 page	
Form C – Budget Form	Track A	1-3 pages per Track A project	
Form D – Form for Staff Rates	Track A and Track B	1 page	
Section E- Proposed SOW for each of 2 projects, starting with 1 page summary of approach	Track A	12 pages for EACH SOW (E1 and E2)	
Section F- Timeline (task start/end and major deliverables dates) Express in weeks from start.	Track A	1 page for EACH SOW (F1 and F2)	
Section G- Staffing and Management Plan. Denote use of subs. Clearly identify subs as WBE, MBE, etc., certification source, and roles of each firm.	Track A and Track B	2 pages (follows EACH SOW for Track A submittals) (G1, G2, etc.)	
Section H - Bios for key staff (must include role for the project as first sentence. Include at least years of experience & name relevant project experience)	Track A and Track B	5 pages max for EACH project (Track A) or research area (Track B). (H1, H2, H3, etc.)	
Section I: Qualifications of firms and Relevant Projects / Descriptions.	Track A and Track B	5 pages max for each project (Track A) or research area (Track B) (I1, I2, ...). Note special requirements for survey firms in Section 7 of RFP.	
Section J: References for work being proposed (Name, company, title, phone, email, brief project description, year of project, proposed staff that served on the project)	Track A and Track B	3 references for each Track A project or for each Track B research area, Total 1 page max per Track A project / Track B area	
Section K: Proposed Exceptions to the Contract(s)	Track A and Track B	Exceptions to contract proposer wishes to discuss with utility(ies) – as applicable	
Appendix –Section L: Resumes for Key staff	Track A and Track B	In Appendix at end (combined A & B – do not repeat resumes)	

- **Note: Must be submitted as single file in WORD and single file in PDF. Each version must be ONE file, pages numbered sequentially, and neither file size may EXCEED 5 MB.**
- **Proposal Font size may not be smaller than 11 except in tables (minimum 8.5 font). Margins must be at least 0.75” on all sides. May not be spaced closer than single space.**
- **Submit proposals by deadline listed on title page, or as amended, by email to skumatz@serainc.com and scott@apexanalyticsllc.com.**

FORM C:

Project Budget Form – Used for Track A Submittals

(Complete impact & process budget forms for Project 1; just the impact one for Project 2– Form C may be 1-3 pages per Track A project, but may not be more than 1 page wide, landscape)

Replicate form elements in Landscape mode. NOTE: For simplicity, you may “share out” costs for the kickoff and reporting, etc. as needed. We will want to realize the “economies” from conducting these projects together. Options based on variations in sample size, etc. may be presented below the table, with revised assumptions clearly labeled.

Staffing Matrix and Project Cost Calculations														
IMPACT EVALUATION														
Staff name	Staff Title	Company	Hourly Rate, fully loaded	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hours	Total Cost	Pct of hours by Staff	Pct of Cost by Staff	Computed % of time over project term
Jane Doe	Director	ABC, Inc	\$225	4	8	8	12	6	6	44	\$9,900.00	23.8%	31.9%	28%
John Smith etc.	Senior Analyst	XYZ, Inc.	\$150	5	40	40	40	16	0	141	\$21,150.00	76.2%	68.1%	88%
												0.0%	0.0%	
												0.0%	0.0%	
												0.0%	0.0%	
												0.0%	0.0%	
Total Hours				9	48	48	52	22	6	185				
Labor Cost				\$1,650	\$7,800	\$7,800	\$8,700	\$3,750	\$1,350	blank	\$31,050			
Expenses - Travel				\$1,000				\$1,000	\$1,001	blank	\$3,001			
Expenses - Survey										blank	\$0			
Expenses - Other (specify)										blank	\$0			
Total Cost				\$2,650	\$7,800	\$7,800	\$8,700	\$4,750	\$2,351	blank	\$34,051			
Percent of Total Costs by Task				7.8%	22.9%	22.9%	25.5%	13.9%	6.9%					

PROCESS EVALUATION														
Staff name	Staff Title	Company	Hourly Rate, fully loaded	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hours	Total Cost	Pct of hours by Staff	Pct of Cost by Staff	Computed % of time over project term
Jane Doe	Director	ABC, Inc	\$225	4	8	8	12	6	6	44	\$9,900.00	23.8%	31.9%	28%
John Smith etc.	Senior Analyst	XYZ, Inc.	\$150	5	40	40	40	16	0	141	\$21,150.00	76.2%	68.1%	88%
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Total Hours				9	48	48	52	22	6	185				
Labor Cost				\$1,650	\$7,800	\$7,800	\$8,700	\$3,750	\$1,350	blank	\$31,050			
Expenses - Travel				\$1,000				\$1,000	\$1,001	blank	\$3,001			
Expenses - Survey										blank	\$0			
Expenses - Other (specify)										blank	\$0			
Total Cost				\$2,650	\$7,800	\$7,800	\$8,700	\$4,750	\$2,351	blank	\$34,051			
Percent of Total Costs by Task				7.8%	22.9%	22.9%	25.5%	13.9%	6.9%					

Percent of budget for each MBE, WBE, etc firm:

Detail on Survey / Interview costs included in the proposal; expand for each survey type in the proposal

	Avg. minutes / survey	Cost for 10 more surveys of this type
Phone survey:		
On-site:		
Detailed interview:		

Confirmation that the Staff presented have the time to commit to this project: Name of person authorizing: _____

- Instructions:
- Area in White - Put Hours for each staffer on each task
 - Area in Gold - Expense Dollars for that Task and Expense Category
 - Total hours: sum of column; sum of row
 - Task Labor cost: total of cost for each staff for that task
 - Computed percent fo time over project term -- example assumes the timeline for the project is 4 weeks, or 160 hours.

FORM D:

Staff Billing Rates Form
 (only one needed per submittal)

Group by company			Fully Loaded Hourly Rates		
Staff Name	Staff title/Category	Company	2016	2017	2018

State the company's policy on Markup for Travel and Other Expenses for this proje

State the company's proposed policy on charging for travel time for this project:

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Body of the Request for Proposals

1. Statement of Purpose

On behalf of its Evaluation Committee, the Connecticut (CT) Energy Efficiency Board is issuing this Request for Proposals (RFP) intending to enter into a multi-year contract with one or more evaluation contractors or evaluation contractor teams (referred hereafter as the evaluation contractor). The intended work to be performed is providing third-party independent energy efficiency program evaluation services and related research with regard to residential programs.

This RFP is the second of two to be issued in 2015 to hire one or more evaluation contractor teams for impact and process evaluations and other related evaluations and research. These evaluations are for the energy efficiency programs delivered by the CT utility companies and are part of the EnergizeCTSM initiatives.

This residential request for proposals allows for several different types of bids. It includes the intent to hire one or more contractor/contractor teams for Residential Research Area contract for late 2015 or early 2016 through 2018.¹ (Research Area evaluation contractors are described in the *2014 EEB Program Evaluation Roadmap*.) Proposals may be submitted for:

- Track A: The research area contract, which requires response to both projects described herein.
- Track B: Qualifications and costs to be included in “pools” of qualified contractors for individual projects for if not met by the main contracting team from Track A.

Track A – Research Area Contract: The two evaluation projects in this RFP are expected be conducted shortly after contracting. These two projects also serve as examples of the types of projects included in the state’s Evaluation Plan, and are typical of the multiple projects that the Research Area Contractor team would be expected to conduct during the three year contract period. These studies include process and impact evaluations, baseline studies, measure persistence studies, free ridership, spillover, and other studies within the evaluation plan. The two projects in this RFP:

- 1) Project 1: HVAC and Water Heater Program Process and Impact Evaluation (upstream program).
- 2) Project 2: LED Lighting NTG study (upstream program, part of the Residential Retail Products program).

Note that these programs are described in Appendix A, and more information is on the CT-EEB’s website (link provided elsewhere in this document).

Track B - Qualified “Pool”: This proposal request also invites bidders to provide additional specific residential evaluation qualifications and experience for consideration for future residential evaluation studies, which would also come from the Evaluation Plan. When it is to the benefit of the State of Connecticut, the State may opt to turn to the Track B respondents to conduct specific projects in the Evaluation Plan. The qualifications requested are designed to meet the needs for a broad range of

¹ Once awarded, the first step is an agreement, followed by a scope of work for Committee-approved project(s). Projects continue throughout the 3 year period.

evaluation topics, program types, analytical methods, issues and bidders should demonstrate expertise and creativity to meet these needs for the EnergizeCTSM initiatives.²

Both the Track A and Track B contracts are currently envisioned to be for three years, fall 2015 through summer or fall of 2018. One or more evaluation contractors or evaluation teams are intended to be contracted for the residential evaluation work.

2. Background and Evaluation Process

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.³

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 customers through a conservation charge included in their rates.⁴

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 utility distribution companies in the development and implementation of comprehensive and cost-effective energy conservation and market transformation plans.⁵

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. Links to the C&LM Plan and related documents can be found at:

<http://www.energizect.com/about/eeboard/plans>.

State law at CGS 16-245m charges the Department of Energy and Environmental Protection with the adoption of an independent, comprehensive program evaluation, measurement, and verification process. The EEB, through its Evaluation Committee, contracts with one or more consultants to act as an evaluation

² Northeast Energy Efficiency Partnership (NEEP) EM&V – Glossary of Terms: <http://www.neep.org/emv-forum-glossary-terms-and-acronyms> provides definitions for the terms used in the field of energy efficiency and demand reduction program evaluation. The other sources listed alongside this reference in Section 6.2e also provide definitions, methods and energy program evaluation guidelines.

³ <http://www.energizect.com/about/CEEF>

⁴ Ibid.

⁵ Ibid.

administrator, advises the EEB regarding development of a schedule and plan for evaluations and overseeing 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 the Evaluation Administrator is guided by the *2014 EEB Program Evaluation Roadmap*, which provides detailed information about evaluation procedures.

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

All contractors having evaluation contracts and/or purchase orders with CT utilities 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. The link is provided below:

<http://www.energizect.com/about/eeboard/plans>

4. Requirements for the Proposal Response

The information in this document will enable the recipient to formulate a proposal to meet the workload requirements as described in this RFP. The data provided in this RFP are based upon the most recent data available and should serve as estimates to Bidders for pricing and response purposes.

A checklist for the proposal is provided as Form B in this RFP. This guides the submittal's contents, organization, and format. It is provided to help readers of the RFP to better understand the organization expected in the proposals. The checklist provides the order of the elements to be included in the proposal. If the proposer has additional elements they feel need to be included in their proposal, these should be grouped into a subsection at the end of the most applicable section in the proposal.

Only one proposal should be submitted in response to this RFP by any entity comprised of the same firm or firms. The proposal requires a commitment letter that must state that the person signing the letter is authorized to commit the bidding organization to the proposed work scope, budget and rates; that the information in the proposal is accurate; and that the proposal is valid for 90 days from the date of submittal. The commitment letter contained in the proposal package must have a visible electronic signature and must be signed by a person who is authorized to bind the proposing firm. The commitment letter should follow the proposal cover. All responses to this RFP, whether or not in compliance with the terms of this RFP, shall be considered unconditional offers by the Bidder, which, if accepted, shall create a binding obligation upon the Bidder.

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.

Bidders are required to submit electronic versions of their proposal to: skumatz@serainc.com and scottd@apexanalyticsllc.com . The proposals should be submitted in both Microsoft Word and PDF

formats. The proposals, the Word and the PDF version, shall each be ONE file, not larger than 6 Mb. 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.

Bidders are requested not to submit print copies of their proposals. Late submittals will be rejected.

The EEB reserves the right to reject as non-responsive any proposals that do not contain the information requested in this RFP. The EEB is not liable for any costs incurred by any person or firm responding to this RFP or participating in best and finals interviews. The EEB may elect not to contract with any bidders if that is in the best interest of the EEB.

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 all qualified Contractors, or to cancel this RFP in part or in its entirety, if it is in their best interests to do so.

5. Selection Process and Evaluation Criteria

A quick and straightforward selection and contracting process is planned with work scheduled to begin during early 2016. This may or may not include requests for clarifications and interviews of bidders. The evaluation of proposals will be based on the criteria below. Scores will be developed prior to the review of any proposal. The proposal review and selection process will be conducted as described in the *2014 EEB Program Evaluation Roadmap*.

RFP Evaluation Criteria Matrix
RFP scores will be totaled for a combined score for each combination of project proposals and additional qualifications and expertise proposed.
Project RFP Evaluation Criteria Matrix
Part A: Technical Approach
Demonstrated understanding of the issues presented
Thoroughness and practicality of approach
Clarity regarding meeting project objectives and quality of proposed approach for meeting those objectives
Creativity of approach
Part B: Organizational and Demonstrated competence and experience of key staff
Organizational and Management Capability
Demonstrated competence and experience of firm(s) and specific expertise of proposed staff
Approach to use and management of subcontractors
Part C: Cost
Total costs
Billing rates and direct costs/subcontractor mark-up rates (if any)
Cost-efficiency of evaluation proposed
Part D: Points for Diversity Opportunities
Small Disadvantaged Businesses (SDB)
Women-Owned Small Businesses (WOSB)
Service-Disabled Veteran-Owned Small Businesses (SDV)
Veteran-Owned Small Businesses (VE)
Businesses Located in Historically Underutilized Business Zones (HUBZone)
Evaluation Criteria Matrix for Additionally Requested Qualifications

RFP Evaluation Criteria Matrix
Part B: Organizational and Demonstrated competence and experience of key staff
Demonstrated competence and experience of firm(s) for Each Additional Qualification Method and Issue Listed
Specific experience with utility-administered efficiency programs and data
Overall Organizational and Management Capability
Part C: Cost
Billing rates and direct costs/subcontractor mark-up rates (if any)
Billing escalation rate; 2016, 2017 & 2018 billing rates; and rate policies for personnel
Part D: Points for Diversity Opportunities – Additional qualifications provided
Small Disadvantaged Businesses (SDB)
Women-Owned Small Businesses (WOSB)
Service-Disabled Veteran-Owned Small Businesses (SDV)
Veteran-Owned Small Businesses (VE)
Businesses Located in Historically Underutilized Business Zones (HUBZone)

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 procedure until a Bidder is selected successfully or until the Sponsors choose to reject all Proposals.
- 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.

6. Track A – Evaluation Project Descriptions and Submittal Requirements

Track A requires providing a scope, staffing plan, budget, timeline, qualifications, and other supporting information (see Form B Checklist) for conducting two program evaluations.

- 1) Project 1: HVAC and Water Heater Program Process and Impact Evaluation (upstream program).
- 2) Project 2: LED Lighting NTG study (upstream program).

A description of each of the programs is provided in the Appendix of this RFP. Additional information can be gathered by reviewing the C&LM Plan or other EnergizeCT™ website areas. The C&LM Plan is located at: <http://www.energizect.com/about/eeboard/plans>

For submitting for Track A, include detailed descriptions of the following tasks for each of the two projects. For clarity, consider also listing bulleted lists of “activities” and “deliverables” for each task. Include descriptions that make clear the:

- major expected outcomes of the research and the issues to be explored,
- analysis methods and rationales,

- sample sizes / design, 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,
- survey method(s), targets, and survey instrument topic areas, and expected survey length, data collection procedures, and
- bidder understands the requirements of the CT “Roadmap” and requirements of ISO-NE.

Include:

- other information that illustrates your expertise and distinguishes your firm from other bidders, and reflects creativity and efficiency, and
- information outlining the ways in which the project will be conducted according to industry standard or better standards.

Please include the following tasks for the projects. Note the process and impact tasks are separate. Subtasks may, of course, be identified.

Project 1: HVAC and Water Heater Program Process and Impact Evaluation (upstream program).

Evaluation Project Tasks Impact Evaluation (Tasks I1-I6)	Process Evaluation (Tasks P1-P6)
Task I1: Kickoff and Project Organization Task I2: Data and Data collection Prep: ⁶ (Data Requests and Preparation, Sampling, Sample Sizes, Questionnaires / Instruments as needed) Task I3: Data Collection (including realization rate and NTG) Task I4: Analysis Task I5: Reporting Task I6: Project Management	Task P1: Kickoff and Project Organization Task P2: Data and Data collection Prep: (Data Requests and Preparation, Sampling, Sample Sizes, Questionnaires / Instruments as needed) Task P3: Data Collection (include a separate cost for NEBs data collection & analysis) Task P4: Analysis Task P5: Reporting Task P6: Project Management

Project 2: LED Lighting NTG study (upstream program).

Evaluation Project Tasks
Task I1: Kickoff and Project Organization Task I2: Data and Data collection Prep: (Data Requests and Preparation, Sampling, Sample Sizes, Questionnaires / Instruments as needed) Task I3: Data collection Task I4: Analysis Task I5: Reporting Task I6: Project Management

7. Track B – Submittal Requirements

Include each element listed in Form B, in turn, for each Skill / Qualifications area in which you are submitting. Each area in which you are submitting should be separated by a blank page listing only the next Skill / Qualification area.

⁶ For surveys or metering or whatever is appropriate to the analysis method(s) you recommend.

Within the bio for each staff person (Section I), at least the following should be included:

- Name / title / company / years of experience
- Role / special skill area as the first sentence
- Expertise areas
- Relevant project experience and role on those projects
- Education
- Other relevant information

Bios may be submitted as paragraphs or tables, mindful of the page limits on Form B.

The Other sections to be included in the Track B submittals (listed in Form B) should be as complete, clear, and relevant as possible, and distinguish the firm from other submitters.

IMPORTANT NOTE: For firms submitting on areas involving survey qualifications, we require the following special information to be included on Form E:

Costs for set up & data collection (assume questionnaire is already developed)	68 completes	380 completes
15 minute CATI phone survey, program participants, available list, 3 open ends		
20 minute CATI phone survey, program participants, available list, 3 open ends		
10 minute CATI phone survey, NON-participants, list lacking some phone, 1 open end		
15 minute CATI phone survey, NON-participants, list lacking some phone, 1 open end		
Web survey, postcard notification		
15 minute CATI phone survey with property owners or com'l vendors, etc., 1 open end		N/A
	20 completes	40 completes
30 minute detailed / expert interview with stakeholders, with follow-up / probing		

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.).

APPENDICES TO THE RFP

Appendix A: Track A – Summary of the Two Programs Being Evaluated

Information on the program is provided below. More information about both these programs is available on the CT EEB website and in past evaluation reports and the C&LM Plan.

HVAC & Hot Water Program

In 2016-2018, the Companies will separate incentive budgets and energy savings for HVAC equipment from the Home Energy Solutions program and create a stand-alone, energy savings HVAC and Domestic Water Heating (“DWH”) program. High-efficiency HVAC and DWH equipment purchased as a result of Home Energy Solutions program services will have resulting energy savings, incentives, and programmatic costs tracked within the HVAC and DWH program.

The Companies have determined a mechanism for tracking rebates and affiliating them to Home Energy Solutions “jobs” as appropriate, both for purposes of tracking rebates on the Energize Connecticut online dashboard, as well as for matching and tracking Home Energy Solutions contractor performance. The HVAC and DWH program will continue to consist of both traditional mail-in rebates, as well as upstream instant discounts offered through equipment distributors. The Companies will offer traditional rebates for air source and ductless heat pumps, central air conditioning and geothermal heat pumps. Instant discounts on energy-efficient equipment, including boilers, efficient circulator pumps, furnaces, gas water heaters, and heat pump water heaters will be offered through distributors or retailers.

During 2016-2018, the Companies will explore shifting more traditional rebates for HVAC equipment toward upstream instant rebates. Additionally, the Companies will promote and market the state’s financing mechanisms for cost-effective efficiency projects, such as the Energize CT Heating Loan, to encourage investment in energy-efficient HVAC and domestic water heating equipment.

The Companies will continue to partner with, and leverage outreach and training efforts with Northeast HVAC equipment distributors, and plan to coordinate with other regional utilities and energy-efficiency administrators to schedule joint trainings, particularly for boilers. Northeast HVAC equipment distributors conduct numerous trainings and workshops that can help move the Connecticut HVAC installer market toward high-quality installations of HVAC and condensing equipment. The Companies anticipate that increased awareness and knowledge of how to size and install HVAC equipment properly should ensure that estimated energy savings are attained and improve the quality of HVAC installations.

Additionally during the 2016-2018 Plan, the Companies will align their incentives for both natural gas and electric water heaters with the new federal standards which took effect in April 2015. The new federal standard significantly impacts water heaters of 55 gallons or larger. To meet the new federal standards, these larger units will need to utilize condensing systems (natural gas) or heat pump systems (electric). This standard change is the backdrop for modifying and aligning the efficiency threshold for the instant discount, and it also prompts the need for additional contractor training regarding proper sizing and installation of equipment.

Program Offerings and Incentives

Upstream Rebates

During the 2013-2015 Plan, the Companies saw a significant increase in HVAC rebate activity due to moving equipment rebates to an upstream model. From 2014 to 2015 alone, natural gas boiler rebates nearly doubled, natural gas water heater rebates increased by over 900 percent, and heat pump water heater rebates increased by over 600 percent. The Companies will continue to build on these significant successes during the 2016-2018 Plan.

During the 2016-2018 Plan, the Companies will further explore opportunities to move more HVAC equipment rebates upstream. The Companies will continue to require contractors, distributors, and installers to release customer demographic information when applying an upstream instant discount on eligible HVAC and natural gas water heater purchases (i.e., customer addresses and equipment model numbers), in order to maintain insight into the HVAC and DWH equipment markets, and for tracking purposes.

The Companies recognize that continued refinement of the upstream HVAC instant discount program for efficient boilers, circulator pumps, furnaces, and water heaters should increase the stocking and sales of high-efficiency HVAC and domestic water heating equipment. Combining moving HVAC rebates upstream with increased contractor and distributor outreach/education should also help move energy-efficient products quickly off shelves and installed in customers' homes.

High-Efficiency Natural Gas Domestic Hot Water Heaters

In 2016, the Companies will continue to offer an instant discount for ENERGY STAR-certified natural gas water heaters that must meet the following criteria. The Companies may periodically adjust the qualifying criteria or incentives levels based on factors such as budget and standard changes:

- **ENERGY STAR-Certified Natural Gas Tankless Water Heater with Electric Ignitions:** These units must have an Energy Factor of 0.94 or greater; and
- **ENERGY STAR-Certified Natural Gas Condensing Storage Water Heater:** These heaters must have a Thermal Efficiency of 0.95 or greater.

ENERGY STAR-Certified Heat Pump Water Heaters:

Heat pump water heaters utilize heat from the surrounding air to heat water. The Companies have recognized that newer heat pump water heater models on the market have minimum Energy Factors of 2.0 with some models as high as 3.2. The Companies recognize that some consumers and/or installers will install multiple smaller units to ensure the home has enough hot water. Starting in 2016, the Companies will offer upstream rebates for ENERGY STAR-certified heat pump water heaters with Energy Factors of 2.0 or higher.

High-Efficiency Furnace, Natural Gas Boiler, and Boiler Circulator Pumps

For the 2016-2018 Plan, the Companies will continue to provide upstream rebates to increase the purchase of energy-efficient boilers and furnaces. A furnace or boiler's efficiency is measured by annual fuel utilization efficiency ("AFUE") which shows what percentage of fuel (i.e., natural gas, oil, or propane) is converted to useful heat for a home. Additionally, the Companies require energy-efficient boilers and furnaces to meet ratings (i.e., standards) set by the Air-Conditioning, Heating, and Refrigeration Institute ("AHRI"), an industry-respected certification program. For the 2016-2018 Plan, the Companies have established AFUE and AHRI-rated efficiency requirements in order to qualify for an instant discount:

The Companies still offer traditional rebates for some HVAC systems. These systems include: mini-split heat pump systems, high-efficiency HVAC systems, and geothermal heat pumps. During the 2016-2018 Plan, the Companies will continue to explore additional opportunities for moving these rebates upstream.

Residential Retail Products Program

The Residential Retail Products (“Retail Products”) program is designed to increase customer acceptance, awareness, and purchases of ENERGY STAR®-certified lighting, appliances, and consumer electronics in Connecticut’s retail marketplace. The program has had considerable success in educating residential customers regarding the importance of investing in energy saving equipment and devices.

The Retail Products program offers incentives through three different channels: mail-in rebates, online catalogs, and upstream payments to manufacturers. Upstream incentives account for the large majority of the incentives and are offered through negotiated cooperative promotions (“NCPs”) between the Companies, lighting manufacturers, and retailers to promote ENERGY STAR-certified appliances, and light bulbs and fixtures. NCPs enable customers to pay a discounted price at the point-of-purchase, rather than requiring the customer to complete a mail-in rebate and wait for their reimbursement. This purchasing simplification increases sales, customer satisfaction, and the adoption of energy-saving equipment that might be considered too costly without the NCP-provided immediate discount.

Throughout 2016-2018, the Companies will continuously monitor the dynamic lighting marketplace to proactively address new regulations and their implementation, and emerging technologies. The 2016-2018 Retail Products program will provide support for LEDs while strategically withdrawing support for CFLs. This strategy allows the Companies to anticipate and prepare the Connecticut retail market for the implementation of the 2020 performance standards of the Energy Independence and Security Act of 2007’s (“EISA”) requiring greater efficiency in many light bulb categories, without losing CFL and LED market share to less-efficient halogen bulbs in the interim.

Starting in 2016, the Companies plan to continue phasing out incentives for ENERGY STAR certified CFLs (began in 2015) and progress and shift toward providing incentives to only high efficacy standard (general service) and specialty (non-general service) LEDs by sometime in 2018, as market conditions warrant. This strategy is a direct result of the Companies establishing incentive levels based on wattage and efficacy rather than just kilowatt-hour savings. The Companies will research emerging lighting technologies that show increased efficacy, including those LEDs whose benefits go above and beyond ENERGY STAR-certified bulbs.

The plan is to gradually implement these changes, as the Companies realize that a sudden shift in not supporting CFLs could create a void where customers may only have two choices: more expensive LEDs or lower-cost halogen bulbs. Recognizing this potential void, the Companies anticipate their plans will influence customers to purchase energy-efficient lighting while increasing consumer awareness.

Target Markets

The Retail Products program’s target market are residential customers who purchase lighting, appliances, and consumer electronics through retail channels, including: big-box, whole sale clubs, independent, drug, grocery, and hard-to-reach stores, as well as online market channels, fundraisers, lighting sales, and other Energize Connecticut programs and marketing channels.

Program Offerings and Incentives Lighting Strategy

From conversations with national retail partners, the Companies understand that shelf space in big-box stores will predominately be dedicated to LED products in 2017. Thus big-box stores, including do-it-yourself stores and wholesale clubs, are shifting lighting portfolios on a national level and progressing on their own toward a LED-dominant marketplace. This is a considerable paradigm shift from treating LEDs as fringe or niche market lighting products only just a few years ago. For example, in 2014 and 2015, the Companies started offering incentives for ENERGY STAR-certified LED light bulbs. These incentives positively impacted LED light bulb sales with LEDs making up 38 percent of the Retail Products program sales; a significant increase over LEDs' 13 percent share in 2013 for the program.

2016-2018 Lighting Strategy

In 2015, the Companies discontinued incentives for dimmable CFLs, as well as specialty CFLs (i.e., candelabras, globes, reflector lamps, and three-way CFLs). Starting in 2016, the Companies intend to continue phasing out incentives for ENERGY STAR-certified CFLs, progressing and shifting toward incentivizing only high-efficacy standard (general service) and specialty (non-general service) LED bulbs by sometime in 2018. This incentive strategy is a direct result of the Companies establishing incentive levels based on efficacy and wattage, rather than just wattage savings.

National Retailer Strategy (Do-It-Yourself, Big Box, and Wholesale Clubs)

From ongoing conversations with national retail partners, the Companies recognize that retailers are moving toward a LED-dominant marketplace, but as noted above, this shift must be gradual and strategic.

In 2016, the Companies' strategy for big box retailers will position the Companies to achieve approximately 60 percent overall program penetration of LEDs; with projected 2018 program penetration to move closer to 90 percent. The Companies will continue to support LED technologies and to provide incentives for both general service and specialty LEDs. In 2015, the Companies discontinued incentives for dimmable CFLs as well as specialty CFLs (i.e., candelabras, globes, reflector lamps, and three-way CFLs). In 2016, in big-box and wholesale clubs, the Companies will continue to shift support to LED products and plan to only offer incentives for high-lumen replacement CFLs for which the LED equivalents currently command a significant cost premium. In 2017, the Companies will progress toward incentivizing ENERGY STAR-certified LEDs and will consider exploring higher efficacy standards as part of the selection process determining which LED bulbs to support. The Companies will monitor the mainstream marketplace to determine what incentives and marketing strategies are needed to ensure Connecticut will continue to help shift the residential lighting marketplace to the highest levels of energy efficiency.

Local Retailer Strategy (Independent and Hard-to-Reach)

In 2016, the Companies will continue to offer incentives for standard CFLs, including high lumen replacement options, in independent and hard-to-reach retail stores. Continued incentive support in 2016 will allow time for the Companies' increased consumer educational and outreach efforts to take effect in the hard-to-reach, independent, and mainstream marketplaces. In 2017, the Companies will continue to monitor the marketplace to adjust incentives and strategies as warranted. Based on marketplace conditions, the Companies intend to provide minimal support and incentives for CFL technologies in hard-to-reach markets in 2017.

In 2018, the Companies will continue to proactively prepare the retail marketplace in Connecticut for EISA 2020 performance standards: at least 45 lumens per watt efficiency in light bulbs. This preparation will include continued strategic support and consumer education for LEDs in hard-to-reach markets.

Lumens vs. Watts

Through their intensive outreach efforts, the Companies have found that customers often still look for wattages, instead of lumens, when they shop for light bulbs. This is due to when a lamp's light bulb burns out; the fixture's instructions indicate the necessary wattage for the replacement bulb. For many customers, replacing a bulb with an equal wattage unit is hard wired into their purchasing mind-sets. To battle this engrained instinct, the Companies have enlisted innovative marketing efforts including: point-of-purchase literature, in-store signage, end cap space displays, and in-store product demonstrations during high traffic periods. These efforts are designed to educate and market to consumers when and where they make their retail choice decisions: store aisles. The Companies' 2016-2018 marketing efforts will continue to guide customers toward purchasing light bulbs due to their lumens, and lower energy costs, in lieu of wattages.

LEDs vs. Halogens

An additional challenge for the Companies over the next three years is the continued onset of "efficient" halogens and lower cost non-ENERGY STAR-certified LEDs, and their increasing competition with LEDs in the retail marketplace. In recent years, halogens have somewhat improved in efficiency, with some bulbs meeting early EISA requirements. In order to move toward a LED-dominant marketplace, the Companies must educate customers about the benefits of ENERGY STAR-certified LEDs over halogens and other energy-efficient lighting technologies. This requires marketing the attributes of LEDs, such as their: dimming capabilities, efficacies, longer lifetimes, and environmental benefits such as no mercury. Additionally, the Companies must market the quality benefits of program supported ENERGY STAR-certified LEDs compared to lower cost non-program supported, or non-ENERGY STAR-certified LED options.

Messaging Channels for Hard-to-Reach Consumers

The Companies plan to increase targeted outreach efforts to "hard-to-reach" customers, which are defined as those customers not likely to invest in energy-efficient lighting for a variety of cultural, economic, and linguistic reasons. The Companies recognize that customer education is imperative in order to shift from a CFL to LED-dominant marketplace by 2018.

In 2014 and 2015, the Companies made significant strides in introducing low-cost LEDs to retail locations serving hard-to-reach customers. This emphasis on reaching the hard-to-reach market segment ensures parity for all Connecticut residential customers, regardless of ethnicity, cultural and linguistic barriers, or income, and that all customers have access to low-cost LED and CFL products. Starting in 2016, support for CFLs will continue in local retail outlets frequented by hard-to-reach customers, such as Big Lots, Dollar Tree, Family Dollar, Goodwill, Ocean State Job Lot, and ethnic grocery stores. This will gradually phase-out to only minimal support if needed, for high-lumen output replacement CFLs only in hard-to-reach and independent retailers by 2018. Concurrently, the Companies will continue to target and increase LED support in these same retail outlets.

Appendix B: Procedures for Project Personnel Approval and Invoicing

Each evaluation professional (all personnel except administrative staff, interns and other non-evaluation personnel) must be approved to work on the project at their billing title/category prior to being able to bill for that person at that position. The Evaluation Administrator reviews the resumes and qualifications (such as experience and education) against the billing rate category and will provide approval or discuss any issues with the evaluation contractor. It is likely that all the individuals specified within the proposal such that these can be part of proposal review will be approved if the evaluation team is contracted for work. Subsequent personnel or personnel advancement will need to be submitted and approved to work on the contract in the proposed capacity (title/category). The evaluation contractor will maintain a record of approved personnel by name, title/category and date of approval.

Two contracts will be initiated for this project, one from Eversource and one from United Illuminating. There will be one purchase order (PO) for the Eversource contract. UI requires a Scope of Services (SOS) and requires a separate PO for each evaluation/research project and additional POs obtained through the same procedure (SOS) for any additions to the budget of an evaluation/research project.

An invoice detail document for each project and invoice must be provided to the Evaluation Administrator for his/her review responsibility. This will include the monthly hours spent by task by individual, for the prime contractor and the subcontractors. Copies of support documents such as actual travel cost receipts, mileage reimbursement calculation (individual, miles at current Federal mileage reimbursement rates), meal receipts (with all alcohol charges subtracted from amounts billed to this contract), meter shipping costs, incentive checks or gift cards, etc. must also be submitted to the Evaluation Administrator for review for these costs to be reimbursed.

Separate invoices need to be produced monthly that are a summary of the invoice detail reviewed as described above. One invoice is needed for each Purchase Order for each utility holding company. These will show costs per task but not the detail required for the review described above and are the basis for the invoices sent to the Companies. These invoices need to include the current invoice dollar amount, the PO amount and the cumulative dollar amount spent (including the current invoice amount). A set of allocation percentages will be provided at the start of the evaluation/research project based upon whether the project is electric only, natural gas only or both. These percentages will be used to include lines in each invoice that split invoice costs for the appropriate accounting of funds from each utility subsidiary (CL&P and Yankee Gas for Eversource, and United Illuminating, Southern Connecticut Gas Company and Connecticut Natural Gas for the United Illuminating holding company.)

Each monthly invoice and monthly invoice detail will first be sent to the EEB Evaluation Administrator for review and approval. Invoices can be in Word or Excel formats, but must be open for editing and include sufficient space to affix a signature box. The EEB Evaluation Administrator will then perform the invoice reviews and return to the vendor the approved invoices with an electronic signature of approval. The signed invoice will be provided in pdf format to prevent inadvertent invalidation of the signature. At this stage, the vendor will submit the monthly invoices with the valid electronic signature to each utility for payment using the instructions provided in the contracts.

Appendix C: Contracting Procedures and Contract Terms and Conditions

By submitting their proposals, Suppliers certify that their responses are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their response, and that they have not conferred on any employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Contractors must accept and acknowledge the Companies' General Terms and Conditions/Professional Services Agreements (see Attachments A and B). These Conditions shall be incorporated into the contract awarded to the successful Contractor.

The submission of a proposal shall constitute a Bidder's acknowledgement of all the terms, conditions and requirements of this RFP. The successful Consultant's services shall be provided in accordance with each Company's terms and conditions. A request for any exceptions to these requirements must be clearly stated in the Bidder's RFP response.

Any exceptions submitted by a Bidder do not constitute acceptance by any of the Sponsors. Exceptions will be negotiated and agreed to by each Company and will be part of an exclusive contract between the parties, which will be independent of any other associated contract with another Company.

The Terms and Conditions for each of the companies are included in the Appendices.

All customer information will be held in strict confidence. Signature of the Companies' Non-Disclosure Agreements will be required before any data will be provided. The selected Contractor and/or their selected representative (*i.e.*, sub-Contractors) will be required to sign the nondisclosure agreements. An Example Agreement is provided as Appendix C.

This RFP does not constitute an offer to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer, nor does any response to this RFP bind the EEB in any way. This document shall not be construed as a request or authorization to perform work at the EEB's expense. Any work performed by a Bidder in connection with evaluating and responding to the RFP and, if selected, negotiating a definitive Agreement will be at the Bidder's own discretion and expense. This RFP does not represent a commitment to purchase or lease. Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by such terms.

The EEB reserves the right to negotiate both price and non-price factors during any post-proposal negotiations with a finalist. The EEB has no obligation to enter into an Agreement with any respondent to this RFP and may terminate or modify this RFP any time without liability or obligation to any respondent.

Appendix D: Eversource Contract terms and Conditions

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.

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 and Executive Order 13496 and 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, particularly the provisions of the Equal Opportunity Clause (41 CFR Section 60 1.4(a)), which are incorporated herein by reference; 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. In addition, Contractor shall comply with the provisions of the Affirmative Action Clause for Workers with Disabilities (41 CFR Section 60 741.5), and for Covered Veterans (41 CFR Section 60 250.5 and Section 60-300.5), which are also incorporated herein by reference. 41 CFR 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative actions by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. 41 CFR 60-741.5(a) 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. Further, Contractor will comply with the provisions of (unless exempted therefrom) the notice posting requirements of 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

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 \$500,000.
- 31.2 Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, 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 Comprehensive 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 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 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 evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates 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 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 amounts relating to any and all of the policies of insurance required by this Article 31.
- 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.

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. 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 (SDV), Veteran-Owned Small Businesses (VE) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have every 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, SDV, VE and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2 For all contracts in excess of five-hundred thousand dollars that offer subcontracting opportunities, Contractor will be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SDB, WOSB, SDV, VE and HUBZone during the term of the Agreement to the following:

47.2.1 **Eversource Energy; Procurement Department; P.O.Box 270; Hartford, CT 06141-** If direct subcontracting opportunities do not exist, Contractor nonetheless may be required to submit data and/or subcontracting plans regarding indirect spend. Contractor shall supply Contractor's subcontracting plan to Owner within a reasonable time after the effective date of this Agreement (but in no event more than sixty (60) days after the effective date) and shall fully comply with such plan in performing the Work.

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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. RESERVED.

56. RESERVED.

57. 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.

58. 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.

59. 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.

EVERSOURCE CONTRACTOR BACKGROUND CHECK POLICY

Definitions

As used in this Policy: (i) Owner refers to any subsidiary(ies) of Northeast Utilities dba Eversource Energy contracting for services; (ii) Contractor refers to the individual or entity contracting to provide services to Owner; (iii) Contract refers to any purchase order, Contract or agreement between Owner and Contractor; (iv) Contractor Representative(s) refers to employees, subcontractors and agents of the Contractor that may provide services to Owner pursuant to a Contract.

Policy Statement

Throughout the Contract term, Contractors are required to ensure that each Contractor Representative providing services for Owner successfully passes a background check which meets the minimum requirements set forth in this Policy, as such may be amended from time to time. These background checks are to be completed by the Contractor at the Contractor's expense prior to the commencement or continuation of work for Owner. The Contractor shall maintain documentation regarding these background checks through the term of the Contract and for a period of three years following the expiration or termination of the Contract, which documentation shall be made available for review and audit by Owner upon request. Notwithstanding any provision in this Policy, Contractor shall comply with all applicable laws and regulations in conducting background checks and maintaining information relating thereto including, without limitation, the Fair Credit Reporting Act and the Consumer Credit Reporting Reform Act of 1996.

Minimum Requirements

Two levels of baseline background checks are required for Contractor Representatives, depending upon the nature and location of the work that they will perform. Additional requirements beyond these minimums may be required by Owner based upon risk assessments or legal requirements.

Level 1 baseline background checks require identity verification and verification of legal rights to work in the USA (or other host country where the services for Owner are performed) and are required of all Contractor Representatives performing services for Owner.

Level 2 baseline background checks require, in addition to Level 1 checks, a seven-year criminal history search, a seven-year Sex Offender Registry check, a seven-year residential address verification, three-year employment history verification, and motor vehicle driving record checks (if responsibilities include driving) and are required for all Contractor Representatives performing services for Owner and meet any one or more of the following criteria:

- When a criminal background check is required by law, regulation or other legal requirement.
- Where a Contractor Representative will have direct contact with customers in a non-public location.
- Where a Contractor Representative will have access to non-public personal information or other information required to be protected under applicable law, regulation or other legal requirement.
- Where a Contractor Representative will have unescorted access to locations containing critical cyber assets (e.g. SCADAS, Computer Rooms, Tel Data Rooms) or where critical functions are performed, or other locations deemed sensitive by Owner. This will include critical Gas and Electric infrastructure locations such as substations, gate stations, compressor stations, energy control centers, energy management systems, remote monitoring and control locations, communications centers, and critical backup systems.
- Where a Contractor Representative will have direct and/or remote electronic access to Owner cyber assets (hardware/software) or records (electronic, paper, etc.).
- Where a Contractor Representative will provide software, database, application development services, critical systems operation, management, maintenance,

or repair services, physical or computer security services, or compliance services for Owner, whether on-site or remotely.

- Where a Contractor Representative will have access to information or systems where there is a risk that significant damage or loss could occur.

In the event that Contractor determines to employ or retain any person who has a current misdemeanor case pending or has been convicted of a misdemeanor in the last five years, Contractor shall notify Owner by email and telephone (Scott.McKenzie@NU.com, 860-665-5297) of its intention to do so, together with Attachment C “Contractor Background Check Exception Request Form.” In no event shall Contractor assign a person who the Contractor has actual knowledge of having a current felony case pending or having been convicted of a felony.

Supplemental Background Check Requirements

Owner, in its sole discretion, may require additional checks to be performed if warranted by the nature of the work and the location where the work will be performed. In addition, Regulatory requirements may dictate that supplemental background checks be performed. For example, access to highly sensitive information or critical infrastructure locations may warrant supplemental checks such as credit history or homeland security checks.

Supplemental checks that may be required include, but are not limited to the following:

- Five (5) panel drug screening
- Education/verification of degrees
- Validations of required licenses (professional and/or legally required)
- Credit history
- Global screening of offshore international/foreign national persons
- Homeland Security checks
- US Citizenship and Immigration Services E-Verify
- Criminal History Check updates every 7 years

Minimum Background Screening Requirements

1. Identification Verification/Eligibility to Work in the Country

Contractors performing services for Owner must provide evidence to Owner or its agent that Contractor has verified the identities of all Contractor Representatives and that all such Contractor Representatives are legally eligible to work in the country where the work is to be performed. Owner requires that U.S. Contractors complete a Social Security trace and or a Consent Based Social Security Number Verification – CBSV on all Contractor Representatives and match results of this check with other identification documents provided by Contractor Representatives.

2. Criminal History Background Checks

Contractors shall ensure that all Contractor Representatives performing work or providing services to Owner are subjected to a criminal history background check. Such checks shall be conducted on all names, including alias names that are provided or developed, and include County, State, and Federal checks based on jurisdictions of work and residence for the past 7 years, as well as international jurisdictions, if available. Checks must be performed on all current Contractor Representatives and any new Contractor Representatives hired or assigned to support the Owner Contract. If the Contractor has had a pre-employment criminal history check process in place and can provide documented evidence that Contractor Representatives assigned to the Owner Contract have been subjected to the criminal history check within the last 3 years, then additional checks are not necessary. Contractor Representatives who work in certain sensitive areas that fall under regulatory requirements, i.e., NERC, are subject to additional criminal history checks. See Supplemental Background Check Requirements above.

The following criteria will be used as guidance by Contractor in making the determination of whether a given Contractor Representative will be allowed to perform work specified in the Contract. These criteria should also be evaluated by the Contractor prior submitting Attachment #1 “Contractor Background Check Exception Request Form” to Owner:

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense
- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to Owner property or to the safety of employees, other Contractors and/or customers

During the term of the Contract, if the Contractor becomes aware of information concerning a criminal conviction of a Contractor Representative that would fit the above criteria, this information shall be immediately provided to Owner’s Security Department for determination whether the Contractor Representative should be allowed to continue providing services for Owner.

3. Sex Offender Registry Search

Consistent with the scope of the Criminal History Search, a search will be conducted in the Contractor Representative's provided and developed names, in the state(s) of the Contractor Representative's residence and place of work, if a statewide repository is maintained and accessible as public record.

4. Residential Address Verification

Contractors must perform a seven-year address verification on all **new** Contractor Representatives hired or retained to support the Contract.

5. Employment History Verification

Contractors must perform a three-year prior employment history verification on all **new** Contractor Representatives hired to support the Contract. This check may also reveal prior employment with Owner that must be further explored by Contractor.

6. Motor Vehicle Driving Record Check

All Contractor Representatives who are required to operate a motor vehicle in conjunction with the Contract must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and Owner-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

7. Contractor Representatives Previously Terminated or Removal from Owner Work for Cause

Contractor shall not permit Contractor Representatives to perform services for Owner who were: (i) previously employed by Owner and were terminated by Owner for cause; or (ii) who were previously removed from working on any Contract for Owner.

8. Owner's Right to Amend Requirements for Contractor Background Checks

Owner reserves the right to amend its requirements for Contractor background checks at any time during the Contract term.

ATTACHMENT #1

Eversource Background Check Exception Request Form

Section A: Contractor Background Check Exception Request	
Requestor's First and Last Name and Phone Number:	Name of Contractor:
Date of Exception Request:	PO or Contract Number:
Description of work/services provided by Contractor:	
Location where work/services are provided:	
Description of exception requested and rationale for exception:	

ACKNOWLEDGEMENT BY REQUESTOR

By signing below, I hereby certify that the information submitted on this form is accurate and complete.

Requestor's Signature: _____ Date: _____

Section B: Eversource Management Review/Authorization	
Conclusion, recommendation, and agreed action, if any:	
Business Risk Description/Impact Assessment:	
Start and end period for which exception is granted:	
Name of Procurement Manager:	Title:
Signature:	Date:
Name of Corporate Security Manager:	Title:

Signature:	Date:
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Note: Exceptions shall not be granted that:

- Allow unescorted access to critical assets
- Violate regulatory requirements

Appendix E: United Illuminating Contract Terms and Conditions

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “*Agreement*”) is made as of **DATE** (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 17(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 is work is to be performed.
• Employer's Liability	\$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.
• Excess Liability Insurance (Umbrella Form)	\$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. REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants 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) Contractor and each of the Personnel assigned to perform services under the Scope of Services have and shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work shall be so performed; and
- (f) 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.

10. 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 10, 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 10, 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 10(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 10 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 10 and the date of actual termination.
- (f) Upon termination of this Agreement pursuant to this Section 10:
- (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 10.
- (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 10.

11. 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 11, 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.

12. 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 12(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.

13. 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
157 Church Street
New Haven, Connecticut 06506
Attention: Legal

or such other address as either Party may in the future specify to other Party in accordance with this Section 13. Any notice shall be deemed given on the date delivered.

14. 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.

15. 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.

16. 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 16(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 17(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 10.
- (e) Injunctive Relief; Statute of Limitations. The provisions of this Section 16 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.

17. 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, 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) 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: _____

Name: Anthony Marone

Title: _____

Title: Vice President of Customer &
Business Services

Appendix F: Example of Disclosure Agreement

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Version 02.18.15

The undersigned parties desire to explore possible business arrangements among themselves and/or their affiliated companies and in furtherance thereof to furnish to each other certain Confidential Information. "Confidential Information" means the subject matter and content of any discussions or communications between one of the parties (or any of its officers, directors, shareholders, employees, agents or affiliates) and the other party (or any of its officers, directors, shareholders, employees, agents or affiliates), whether in writing or otherwise, and irrespective of the method or medium of transmission, which may relate to, concern or contain the disclosing party's confidential information relating to, without limitation, operations, systems, assets, critical infrastructure information, policies and procedures, business objectives, products, product designs, technology, finances or financial performance; acquisition, operational or marketing strategies or projections; or information pertaining to customers, employees or otherwise.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Except as otherwise permitted by this agreement, without the prior written consent of the originating party, which consent may be withheld in such party's sole and absolute discretion, Confidential Information of one party shall not be disclosed or divulged or otherwise made available, in whole or in part, by the other party or any of its officers, directors, shareholders, employees, agents or affiliates to any third party or person, or copied, reproduced, used, published or disseminated by any such entity or person for any purpose other than evaluating its interest in entering into joint or cooperative business arrangements with the originating party or its affiliated companies.
2. Each party agrees to take all necessary and appropriate actions to keep Confidential Information of the other party, in whatever form or medium contained or represented, confidential and secret, and that no one, other than the undersigned officers of such party and employees and professional advisors thereof who have a need to know, shall possess or have access to Confidential Information of the other party.

3. This Agreement shall govern the delivery and use of all Confidential Information until terminated by written notice from either party, except that the confidentiality and nondisclosure obligations hereunder with respect to Confidential Information disclosed prior to termination shall continue following termination. Following termination, all Confidential Information given by either party to the other party, and all copies thereof, in tangible form, shall be returned by the receiving party or destroyed (as directed by the disclosing party), within ten (10) business days of termination, and the receiving party shall give the other party prompt written confirmation of such actions.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns. The covenants and obligations contained herein shall be binding on any and all subsidiaries, direct and indirect affiliates, and entities that are directly or indirectly under the control or common control of, or controlled by, the parties or their respective subsidiaries and affiliates.

5. Nothing in this agreement shall be construed as granting or implying any right under any copyright, trademark, patent, or other intellectual property right, or the right to use copyrighted material, trademarks or inventions covered thereby, beyond the limited rights granted herein.

6. Notwithstanding anything to the contrary contained herein, the foregoing obligations with respect to maintaining the confidentiality of Confidential Information shall not apply to a party to the extent it can show that:

- (a) such information is available to the public other than by breach of this or similar agreements with third parties;
- (b) such information was independently developed by the receiving party or its affiliates without the use of any Confidential Information of the originating party, or was received from a third party without any obligation or duty to hold the same in confidence;
- (c) such information is required to be disclosed by such party by law or regulation, or in response to a valid order or decree of a court or other governmental body of competent jurisdiction (and in the case of Eversource, such information shall be disclosed pursuant to a request by a

governmental body with jurisdictional authority over Eversource or its affiliates), but only to the extent of or for the purposes of such law, regulation or order (or request of Eversource); and only if the disclosing party first notifies the other party of the law, regulation or order and cooperates with such party in seeking any available confidential or protective treatment or to otherwise limit such disclosure.

7. This agreement shall not be modified or amended except by the written agreement of the parties. No waiver of any provision of this agreement, or any consent made pursuant to this agreement, shall be effective unless made in writing by the waiving or consenting party.

8. The parties acknowledge that performance of the Agreement is subject to compliance with applicable federal and state laws, regulations, or orders relating to such Confidential Information, as may be amended, and agree to comply with all such laws, regulations or orders.

9. This agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut. The undersigned consent both to the personal and subject matter jurisdiction of any federal or state court located within the State of Connecticut in any action to enforce, or arising out of, this agreement. In the event that any provision of this agreement shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this agreement shall continue to be in full force and effect.

10. It is understood and agreed that money damages would not be sufficient remedy for any breach of this agreement and that the non-breaching party shall therefore be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of the agreement but shall be in addition to all remedies available at law or in equity to the non-breaching party.

11. OTHER: _____

NORTHEAST UTILITIES SERVICE COMPANY
 doing business as EVERSOURCE ENERGY

COMPANY: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____