
Issued by:

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

Reply to all EA Team Members listed below:

<table>
<thead>
<tr>
<th>Evaluation Administration Team Members</th>
<th>EA Email addresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Skumatz</td>
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</tr>
<tr>
<td>Ralph Prahl</td>
<td><a href="mailto:ralph.prahl@gmail.com">ralph.prahl@gmail.com</a></td>
</tr>
<tr>
<td>Jennifer Chiodo</td>
<td><a href="mailto:jennifer@cx-assoc.com">jennifer@cx-assoc.com</a></td>
</tr>
<tr>
<td>David Jacobsen</td>
<td><a href="mailto:djacobson@jacobsonenergy.com">djacobson@jacobsonenergy.com</a></td>
</tr>
<tr>
<td>Robert Wirtshafter</td>
<td><a href="mailto:wirtino@verizon.net">wirtino@verizon.net</a></td>
</tr>
</tbody>
</table>

Issue Date: January 28, 2019
Response Date: February 26, 2019, 5pm Eastern Time

Proposal Schedule:
1/28/19 Issue Date
2/5/19 MANDATORY Intent to bid (same date as deadline for Q&A)
2/5/19 Deadline for all questions (must be submitted to the 5 email addresses)
2/12/19 Written answers to Q&A provided by email to email addresses listed on Intent to Bid
2/26/19 Electronic Proposals due 5:00 EDT
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Appendix A – Eversource contract terms and conditions and Non-Disclosure Agreement

Appendix B – UIL contract terms and conditions
FORM A

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

Submit by Deadline on Cover Sheet
Submit by email with subject line CT_Intent to Bid (yourfirmname) to skumatz@serainc.com

Firm Name: ________________________________________________

Contact Name: ____________________________________________ Date: ______________

Contact Email Address: ______________________________________________

Contact Telephone Number: ___________________________

2nd contact name / email: ______________________________________________

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 expect to Bid on the following components of this RFP (you may change your mind later). Firms responding positively will receive Q&A responses and updates about this RFP.**

**Individual 2019 RFPs:** Put an “X” for specific project proposal responses included in this document.

<table>
<thead>
<tr>
<th>Cross-cutting Evaluations</th>
<th>Residential Evaluations</th>
<th>Commercial Evaluations</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>X1932:</em> DR EM&amp;V Support</td>
<td><em>R1963:</em> Short Term Residential Lighting Analysis</td>
<td></td>
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<tr>
<td><em>X1939:</em> Early retirement initiatives</td>
<td><em>R1973:</em> Retail Non-lighting products Impact &amp; Process evaluation</td>
<td></td>
</tr>
<tr>
<td><em>X1942:</em> Cross-cutting NEI Study</td>
<td><em>R1959:</em> SF Renovation and Additions Potential Analysis</td>
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</tbody>
</table>

**Research Area Qualification Pools to be eligible to propose on projects in 2020 and 2021:**

<table>
<thead>
<tr>
<th>Residential Pool</th>
<th>Commercial Pool</th>
<th>Survey-only Pool</th>
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<td>_ _</td>
<td>_ _</td>
<td>_ _</td>
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</table>
FORM B

Content of This Submittal – Submitted with your Proposal

Note this form may be scanned and cut and pasted into a page in the word document

Name of Lead Firm:

Firms on the Team:

Main Contact Name:

Email and Phone:

Backup Contact Name:

Email and Phone:

If you are not responding for 2019 projects, indicate which Research Areas you are including for eligibility for 2020 or 2021 projects. Those submitting for Crosscutting projects must submit both residential and commercial qualifications.

Individual 2019 RFPs: Put an “X” for specific project proposal responses included in this document.

<table>
<thead>
<tr>
<th>Cross-cutting Evaluations</th>
<th>Residential Evaluations</th>
<th>Commercial Evaluations</th>
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</thead>
<tbody>
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<td>___ X1932: DR EM&amp;V Support</td>
<td>___ R1963: Short Term Residential Lighting Analysis</td>
<td></td>
</tr>
<tr>
<td>___ X1939: Early retirement initiatives</td>
<td>___ R1973: Retail Non-lighting products Impact &amp; Process evaluation</td>
<td></td>
</tr>
<tr>
<td>___ X1942: Cross-cutting NEI Study</td>
<td>___ R1959: SF Renovation and Additions Potential Analysis</td>
<td></td>
</tr>
</tbody>
</table>

Research Area Qualification Pools - in order to be considered for 2020 and 2021 projects – (include both residential and commercial to be considered for crosscutting projects). Put an “X” for Research Area qualifications that are included in your submitted proposal document.: 

<table>
<thead>
<tr>
<th>___ Residential Pool</th>
<th>___ Commercial Pool</th>
<th>___ Survey-only Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>___ Impact evaluation</td>
<td>___ Impact evaluation</td>
<td></td>
</tr>
<tr>
<td>___ Process evaluation</td>
<td>___ Process evaluation</td>
<td></td>
</tr>
<tr>
<td>___ Other EM&amp;V studies</td>
<td>___ Other EM&amp;V studies</td>
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</tbody>
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Firms submitting separate Survey only qualifications will be eligible to be a resource for Teams qualified in the Residential and Commercial and crosscutting research areas for 2020 and 2021 projects.
1. Statement of Purpose

On behalf of its Evaluation Committee, the Connecticut (CT) Energy Efficiency Board is issuing this Request for Proposals to serve two purposes:

- **Select winning firms to conduct 12 individual 2019 projects**, including crosscutting, residential, and commercial EM&V projects. The list of twelve 2019 projects is included in Form B above.
- **Establish a Pre-Qualified Contractor Pool for 2020-2021 work in three overarching research areas** – Residential and Commercial EM&V projects, and Survey-only qualifications. Connecticut will be issuing additional RFPs in 2020 and 2021. From this current RFP we are selecting firms that will be pre-qualified to submit proposals for those projects. For the Residential and Commercial research areas, we ask for qualifications in sub-areas of impact evaluation, process evaluation, and other EM&V topics. To reduce duplication, we aren’t asking for separate “crosscutting quals”; instead, firms submitting both residential and commercial qualifications will also be considered for eligibility in the crosscutting contractor pool. For the survey qualifications, we ask for the range of qualifications. Firms proposing for survey-only qualifications may not be included in teams for residential or commercial research areas. As mentioned, firms scored as qualified will be eligible to participate in a more streamlined mini-RFP process for Connecticut projects in 2020 and 2021. In the streamlined process, proposers will not be asked for detailed qualifications and resumes, and the competition will be limited to those pre-qualified through the current RFP process; no other firms will be eligible for proposing on those projects.

If your firm is not interested in the current batch of 2019 Evaluation Projects, but you wish to be in the pool to provide proposals for 2020 or 2021 work, you must complete the requirements for the Research Area request for qualifications included in this RFP. For your information, a list of the tentative projects for the 2020 and 2021 period are listed in the following table.

<table>
<thead>
<tr>
<th>Crosscutting</th>
<th>Residential</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>X1940: Study of Emerging Issues</td>
<td>R1968: RNC Baseline and Potential</td>
<td>C1902: ECB NTG and Baseline</td>
</tr>
<tr>
<td></td>
<td>R1960 SF Weatherization Assessment / Update</td>
<td></td>
</tr>
<tr>
<td></td>
<td>R1969: Behavioral Program Impact Evaluation / Retention Study</td>
<td></td>
</tr>
</tbody>
</table>

The intended work to be performed is providing third-party independent energy efficiency program evaluation services and related research. These evaluations are for the energy efficiency programs delivered by the CT utility companies and are part of the EnergizeCT℠ initiatives. The deadlines for the projects are identified in the individual project RFP descriptions.
This RFP does not commit the EEB to award a contract, pay any costs incurred in the preparation of a proposal in response to the RFP, or to procure or contract for services. The EEB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified Contractors, or to cancel this RFP in part or in its entirety, if it is in their best interests to do so. This RFP is organized to provide evaluators with an overview of the process and requirements. Contracting requirements, including the mandatory budget form, are provided. It includes a section that has links to relevant, publicly available documents mentioned throughout the RFP document.

2. Background and Evaluation Process

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.¹

The Connecticut Energy Efficiency Fund is supported by all Eversource and United Illuminating customers on their electricity bills through the Combined Public Benefits Charge; and by Connecticut Natural Gas, Southern Connecticut Gas Company and Eversource gas customers through a conservation charge included in their rates² (the Utilities).

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

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 all relevant documents are provided in one section, below.

State law at CGS 16-245m charges the DEEP with the adoption of an independent, comprehensive program evaluation, measurement, and verification process. The EEB, through its Evaluation Committee, contracts with consultants who act as an Evaluation Administrator (EA). The EA advises the EEB regarding development of a schedule and plan for evaluations and oversees the implementation of the

¹ http://www.energizect.com/about/CEEF
² Ibid.
³ Ibid.
evaluation process. The EEB Evaluation Committee and the EEB Evaluation Administrator provide leadership and execute the following responsibilities: evaluation planning, study development, contractor selection, project initiation, project management and completion, and finalization of the evaluation report. The work of the EEB Evaluation Committee and EA is guided by the 2014 EEB Program Evaluation Roadmap which provides detailed information about evaluation procedures. A link to the Roadmap is provided in the Document Links Section of this document.

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

All contractors having evaluation contracts and/or purchase orders with the Utilities (either current or new contracts issued as a result of this RFP) must comply with the communication protocols identified in Connecticut General Statutes Section 16-245m(d)(4), and as further described by the 2014 EEB Program Evaluation Roadmap in its current version and as directed by the EEB Evaluation Committee and the EEB Evaluation Administrator.

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

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

In this section we outline the submittal requirements in FORM C below. The form itself is not submitted with the proposal.

**FORM C**

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

*FOR YOUR GUIDANCE – THIS FORM SHOULD NOT BE SUBMITTED*

<table>
<thead>
<tr>
<th>Item</th>
<th>Submittal Order / Inclusion</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cover page</strong> – list all firms included on team, along with email and phone contact for each firm. Blank on back.</td>
<td>Mandatory, First, All proposals</td>
<td>2</td>
</tr>
<tr>
<td><strong>Table of Contents</strong> (all page numbers sequential, not by section. Start with cover page as page 1. Use word’s automatically-generated table of contents. Do not provide separate lists of tables or figures. Must list at least each section listed below). If contents are only one page, leave blank on back.</td>
<td>Mandatory</td>
<td>2 pages, as needed</td>
</tr>
<tr>
<td><strong>Form B – Content of the submittal (next right-hand page, blank on back),</strong></td>
<td>Mandatory</td>
<td>2 pages</td>
</tr>
<tr>
<td><strong>Section 1: 2019 Individual Projects</strong> (cross-cutting, residential, and commercial projects in turn; skip projects you are not proposing on). For each project (in order presented in the RFP), starting on first right-hand side page, with the project number and name at the top of the page. Follow with the following sections (more detail on content is included in eh RFP):</td>
<td>22 pages for commercial projects, and 17 pages for residential or crosscutting projects. Page limit is for EACH SOW. Each successive project starts on right hand side page.</td>
<td></td>
</tr>
<tr>
<td>• Why Us (no more than 2 pages per project)</td>
<td></td>
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</tr>
<tr>
<td>• Project approach summary narrative (no more than 1 page per project)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Task description (10 pages max for all commercial studies; 5 pages for all other studies – residential and crosscutting)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Clear staffing plan, staff roles, and management of firms and input (2 pages max)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Timeline, Deliverables, and References. Provide dates or weeks for project deliverables / milestones, and minimum of three references or this project: 2 pages or less.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Budget submitted in project-number-labeled tab in the combined separate excel workbook using the required format (Form D). Do not include in word / PDF document.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Project-tailored mini-bios and roles table (you may refer to bios elsewhere) or prepare tailored versions for the project for the key staff (3 pages max per project). Broader descriptions of the firm, resumes and other bios are submitted as part of the sections for Research Area Quals below.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Descriptions of past projects most related to this project (2 pages, paragraph or table or combined format). Projects MUST include client / title, what was done / how it relates, when conducted, approximate budget, key staff members involved (your score will be higher if projects include the staff proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>NOTE</strong> that your firm’s qualifications, resumes, and detailed biographies are to be submitted in the Research Area Qualifications part of the proposal. For crosscutting projects you must submit quals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Submittal Order / Inclusion</td>
<td>Page Limit</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>in both the residential and commercial sections (Sections 2 and 3) below.</td>
<td>Required / Mandatory for all firms proposing for residential or crosscutting projects. This is where quals are provided.</td>
<td>2-sided cover page, followed by Up to 10 pages per research sub-area (including divider and reverse). Up to 28 pages of combined residential qualifications at end (bios and projects). Max 58 pages.</td>
</tr>
</tbody>
</table>

**Section 2: Residential Research Area Qualifications;**
- Starting on the next odd page, Section cover page stating “Section 1 - Residential Qualifications”, with 1 blank on back (2 pages).

For each residential skill area in which you wish to present qualifications (Impact, Process, Other EM&V Topics) submit the following:
- Cover sheet, labeled “Residential Impact”, “Residential Process” or “Residential EM&V Other” with blank page on reverse as appropriate for sections you intend to include (2 pages). Within each residential subsection, provide:
  - 4-page summary of Team’s qualifications for that research area in residential qualifications. List / discuss firms involved in projects of this type, women’s or minority-owned business enterprises (WBE / MBE) / certification source, firm roles, and general staffing plan for that research area. Include highlights / why us AND a table or matrix of key staff names / companies / roles / years of experience for the research area if for which they are relevant. Blank page as needed to make (4 pages total)
  - Up to 4 pages listing past projects relevant to that research area (paragraph or table or combined format). Projects MUST include client / title, what was done / how it relates, when conducted, approximate budget, key staff members involved (your score will be higher if projects include the staff proposed).

After the (up to three) subsections, include a section cover sheet labeled “References, Biographies and Resumes” on the next right-hand page with blank on back (2 pages), followed by
- No fewer than 3 References for each research area being proposed, including Name, company, title, phone, email, brief project description, year of project, proposed staff that served on the project. 2 pages max (blank on back if 1 page)
- 1 set of biographies across the multiple research areas (8 pages max)
- 1 set of resumes for key staff across the multiple research areas (16 pages max)
- Don’t forget to include the “project staffing sheet / rates” for each project in the excel workbook, formatted according to Form E.

**Section 3: Commercial Research Area Qualifications**
Cover Same as above, with “Residential”, changed to “Commercial” (and change section to Section 3)

Mandatory for Commercial, Crosscutting projects (X or C), or for those interested X or C projects listed in 2020 or 2021.

**Section 4: Survey-only Research Area Qualifications**
- Starting on the next odd page, Section cover page stating “Section 3 – Survey-Only Qualifications”, with 1 blank on back (2 pages).

Provide the following:
- Summary of Firm’s Qualifications and Expertise in Residential surveys, key staff, and types of surveys provided in that area, WBE / MBE status, and minimum of 3 references (4 pages)
- Up to 4 pages listing past projects relevant to that research area (paragraph or table or combined format). Projects MUST include client / title, what was done / how it relates, when conducted, approximate completes and budget, key staff members involved

Mandatory for those submitting for Survey-only Research Area. May not be submitted by firms submitting as part of teams for Residential or Commercial or crosscutting research areas or 2019 projects.

2 pages of section divider. Maximum 8 pages for residential surveys, 8 pages for commercial.
**Proposals shall** explicitly state that the bidder understands the requirements of the CT “Roadmap” and requirements of ISO-NE and that their submitted proposal adheres to the relevant requirements of each, for all projects on which the team is submitting.

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

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

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

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

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**Section 5: Proposed Exceptions to the Contract(s)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Submittal Order / Inclusion</th>
<th>Page Limit</th>
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</thead>
<tbody>
<tr>
<td>• Summary of Firm’s Qualifications and Expertise in Commercial surveys, key staff, and types of surveys provided in that area, firm’s WBE / MBE status, and minimum of 3 references (4 pages)</td>
<td>Mandatory</td>
<td>Exceptions to contract proposer wishes to discuss with utility(ies) – as applicable</td>
</tr>
<tr>
<td>• Up to 4 pages listing past commercial survey projects relevant to energy EM&amp;V (paragraph or table or combined format). Projects MUST include client / title, what was done / how it relates, when conducted, approximate completes and budget, key staff members involved.</td>
<td>Mandatory</td>
<td>Exceptions to contract proposer wishes to discuss with utility(ies) – as applicable</td>
</tr>
<tr>
<td>• Do not forget to submit Form F, including residential and commercial survey costs, in excel workbook.</td>
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</tr>
</tbody>
</table>

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

- Word document, one file, numbered consecutively 1 to end. – named “CT2019Proposal_(your lead firm’s name).docx”
- PDF document, one file, numbered consecutively 1 to end “CT2019Proposal_(your lead firm’s name).pdf”
- Separate Excel workbook, with labeled tab “CT2019Proposal_(your lead firm’s name).xlsx”. It must include the labeled tabs using Format D for individual project budgets (if bidding on 2019 projects) and Form E for staffing rates for all submitters. Form F must be submitted for those submitting in the Survey-Only Research Area.

Proposal Font size may not be smaller than 11 except in tables (minimum 9-point font for tables). Margins must be at least 0.75” on all sides. May not be spaced closer than single space. Submit proposals by deadline listed on title page, or as amended, by email to the five emails noted on the cover sheet of this RFP.
5. Requirements for the Proposals for 2019 Individual Projects

Your response to this RFP for 2019-2021 Contractor Pool and 2019 Project-Specific RFPS should include responses to all elements to which you are responding in one combined document. Your response should be submitted in word and PDF form, with budgets and Research Area (Residential vs. Commercial) staffing rates in individual tabs in a separate Excel workbook. Submittal requirements are specified in FORM C above. Note that the firms included on teams will be required to be stable, and a firm may not move to another team for the 2019-2021 period. The documents should be labeled specifically and submitted in THREE emails as noted in FORM C above.

**NOTE**: If you submit proposals for individual projects, you **MUST ALSO** submit Residential and/or commercial research area qualifications.

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

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

Proposals for 2019 projects (crosscutting, residential, and commercial) shall list which projects the responding team intends to undertake on FORM B. Each project should be addressed in a separate section of the response, as outlined on FORM C. The pages and section are discussed in Form C. If there is a discrepancy between page limits on this page and on Form C, Form C takes precedence. For EACH project, provide the following information in the sequence and with the page limits outlined below:

1. **Why Us / Focused qualifications on the project** (no more than 2 pages total per project)
   - Include information that illustrates your expertise and distinguishes your firm from other bidders, and reflects creativity and efficiency, and
2. **Project Approach Summary / narrative** (1 page)
   - Include information outlining the ways in which the project will be conducted according to industry standard or better standards.
3. **Task Description** (10 pages for commercial projects; 5 pages for residential and crosscutting projects)
   - In the Task Descriptions, include descriptions that make clear the:
     1. Major expected outcomes of the research and the issues to be explored
     2. Analysis methods and rationales
     3. Estimated sample sizes and proposed sample design including expected confidence levels, and sampling rationales / assumptions / justification – whether it be for
surveys, metering or whatever is appropriate to the analysis method(s) you recommend.

4. Survey method(s), targets, and survey instrument topic areas, and expected survey length, data collection procedures. Be sure to mention how you plan to achieve your expected response rates, including possible use of incentives, etc.

5. Proposals should identify expectations for data requests from the utilities, (and residential respondents may wish to review posted study R33, addressing data availability, data access issues, and template data requests for the two utilities).

4. Timeline, Deliverables and References: On two pages or less, identify the timeline for the project’s tasks and activities and list key deliverables / milestones and dates – identifying dates as a number of weeks from project start.
   - Provide a timeline for the study, assuming the study starts in “Week1”. Identify any timing issues affecting the timing of the project.
   - Provide 3 most-relevant references, including Client, contact name, title, phone, and email; project name; when project conducted; and other relevant information.

5. Each project budget shall be submitted using the fully completed (labeled) tab in the Excel workbook, with the budget provided according to Budget Format D, including supporting information and assumptions as requested. Assumptions relevant to the cost estimates should be specified (e.g. number / ratio of sample provided, number of call-backs, influence of use of advance letters, etc.). Submit budget matching Form D format for each project on which you are proposing in an excel spreadsheet format. Proposals are required to submit a budget that does not exceed the maximum budget stipulated in the RFP for each project.

Additional budget and scoping considerations include:
   - The budget must include a task estimating the cost assumptions for requesting, checking, cleaning, and tracking utility data.
   - Costs are an important consideration in the selection process. If a bidder can develop an approach that comes in below the maximum level, they should propose that as their base approach; offering enhancements that require additional funds as optional approaches for consideration.
   - Proposers are encouraged to propose – and justify -- improved, more robust, or more efficient study designs
   - Proposed optional research will be most likely to be considered if it can be accomplished under the maximum budget provided.
     - However, if the expenditure of funds above the maximum budget produces an exceptionally better study, the bidder may offer the enhanced approach as an option
   - Respondents should clearly state which efforts are most important for addressing research objectives.

6. Mini-Bios and Roles Table. Describe experience, roles, and responsibilities of key staff assigned to this project. Focus bios on experience relevant to specific tasks relevant to the role(s) proposed for each individual proposed on the project (no more than 3 pages total per project).
   - Within the bio for each staff person include the following:
     - Name / title / company / years of experience
     - Role / special skill area as the first sentence
     - Expertise areas
       - Relevant project experience and role on those projects

8 RFP for 2019-2021 Contractor Research Area Pools and 2019 EM&V Projects – CT EEB
Cite the experience that verifies their expertise in the assigned roles. The experience citation will be brief and reference only the work for that specific skill/task or role.

- Education
- Bios may be submitted as paragraphs or tables, mindful of the associated page limit.
- Included within the 3 pages, a Roles table should clearly identify the lead or task manager on each task, and supporting staff. In the Roles table, the following roles shall have an individual identified; in the bio or Roles table provide a brief reference to their qualifications to conduct/lead that Task:
  - Overall Evaluation Project Manager
  - Sample design lead, include qualifications and experience for Stratified Ratio Estimation sampling method as relevant
  - Site level impact lead
  - Survey development and survey deployment lead
  - Site engineers (where relevant) include experience with site visit methods: on-site measurements and detailed engineering analysis, such as International Performance Measurement and Verification Protocol (IPMVP) Option methods and site level M&V plans and protocol development
  - Quality control and training for surveys, metering and program level analyses as appropriate to the project

7. Specialized project experience. Although the research area portion of the project includes past project experience, we encourage you to include project experience especially related to this project in this part of the proposal. (maximum 2 pages).

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

- Project Contracting: Note that the chosen evaluation firms will be contracting with the utilities (Eversource and UIL).
- Data Requests: It will be important to identify the utility data requests required to conduct the work in the proposal, including types of variables, expected turnaround, etc. Note also that CT requires:
  - Written data requests, followed up by a call with the utilities to discuss the content, and get email agreement from the utilities on content and deadline for the data delivery.
  - Tracking of progress of data requests, gaps, timing.
  - The proposer should be explicit about the assumptions and costs for obtaining, reviewing, and analyzing utility-sourced data, and processes in place to deal with or protect against cost overruns due to data challenges and customer recruitment challenges.

- Communication and Oversight: The Evaluation Administrators (five persons on the cover page) are your oversight team for all aspects of your work. There are some restrictions on direct contact with the utilities regarding content / methods / design of the evaluation projects, to minimize influence. However, communication regarding data is encouraged, and conversations on broader topics can be conducted with the Evaluation Administrator (EA) Team on the call.

- Project Development and finalization: The project’s scope and work plan are refined in concert with the EA Team, and data requirements are discussed with the utilities prior to developing the refined work plan. The State desires projects that are designed to best industry standards /
practices. Prior to finalization, a webinar kickoff meeting is held to allow the Evaluation Committee members, Technical consultants, utilities, and others to ask questions and provide comments. With the oversight of the EA Team, the final work plan is prepared, incorporating key comments. The project is monitored weekly or fortnightly, and the EA team reviews interim documents. When the project is nearing completion, the contractor works with the EA team to prepare a review draft report that meets the EA Team’s approval. The report is put out for review by the Committee and stakeholders, and they are provided with 2 weeks to review (longer for long reports.). Working with the EA Team, comments are incorporated and the report finalized and posted. If comments require major changes, the report may go out for a second review draft, and finalization / posting phase. After the report is posted, a webinar / presentation is conducted. The project is finalized and last invoice is paid after all project data (with reasonable documentation) is delivered.

• Report Content / Special Elements: All reports will include an abstract (1-2 pages), executive summary, and a chapter that compares results to previous CT reports and to similar programs or evaluations in other states to provide context, trends, and indications for best practices.

• Results and Timing: There is an emphasis on providing forward-looking results, results that inform the PSD and project planning. Where possible, if projects can be constructed and timed so that results (or reliable draft results) useful to the PSD or C&LM planning by the end of July of the year, even if the full report is not available, that is often desirable, so timely results can be integrated into the update to the next C&LM Plan.

• Project Tracking and Updates: For project updates, we require weekly or fortnightly calls with selected members of the Evaluation Administrator (EA) team (all five members listed on cover page). In addition, we require updates to an excel project reporting form monthly at least a week ahead of the Evaluation Committee Meeting, updating the EA team in writing on: project progress, problematic issues / holdups, next steps and invoicing to date.

• Project Invoicing: The projects are invoiced monthly. Two monthly invoices are required per project, sharing out project costs and providing one invoice to Eversource and one to UI. Invoices must first be approved by the EA team. Invoices must list detailed staff hours and costs by task, and expenses. The detail must be included as backup excel pages, and a summary page must present the overall costs for the Utility, and also include a table with costs by task in the following columns: cost this month, cost this year, cost to date. The dollars left and percent of budget left are also reported.

• Other Requirements and Considerations: Quantitative results should report confidence intervals and other statistics, reports including surveys should report the Coefficient of Variation (CV) experienced for future reference and project planning purposes. Surveys for residential projects are usually planned for a minimum of 90/10, but the best possible performance for budget is desired. Commercial projects should be designed to meet project requirements. Where possible, projects involving metering should plan to provide information in 8760 format to allow CT to use the data even if ISO-NE specifies different peak periods. Where possible, project results should be presented by utility.
**FORM D:**

- **Budget Format for 2019 Projects**

*Reproduce in Excel (with implied formulae).*

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

May not be more than 1 page wide, landscape. This form is **NOT NEEDED** for those submitting for RESEARCH AREA QUALS ONLY.

For each 2019 Project-Specific RFP, Replicate this format in Landscape mode. **NOTE:** Add columns for tasks and rows for staff or expense categories as needed. Please break out (primary) data collection task separately (surveys, etc.), and explain the derivation of data collection costs in detail at the bottom of the budget. Please also break out the costs you assume for the process of obtaining needed data from the utilities (requests, checking, cleaning, tracking). Options based on variations in sample size, etc. or savings from winning two projects specifically, may be presented below the table, with revised assumptions clearly labeled. Optional tasks are presented to the right of the main body of the proposal, or as second budget for the same project beneath the first as another landscape page in the same tab. On each tab, include a footnote reconfirming the company’s policy on travel time and on mark-up for direct expenses. **RATES:** IF A PROJECT is conducted in more than one year, show a blended rate, and in the notes below the budget, state your assumptions about the share of time assumed in each project year (one ratio across all staff) – Calendar year 2019, 2020, and 2021.

<table>
<thead>
<tr>
<th>Staff Name</th>
<th>Staff Title</th>
<th>Company</th>
<th>Hourly Rate, Fully Loaded</th>
<th>Task 1</th>
<th>Task 2</th>
<th>Task 3</th>
<th>Task 4</th>
<th>Total Hours</th>
<th>Total Cost</th>
<th>Pct of Project Hours by Staff</th>
<th>Pct of Labor Cost by Staff</th>
<th>Computed % of time over project Term</th>
<th>Add Optional Tasks at the Right</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jane Doe</td>
<td>Director</td>
<td>ABC, Inc</td>
<td>$225</td>
<td>4.0</td>
<td>8.0</td>
<td>12.0</td>
<td>6.0</td>
<td>30.0</td>
<td>$6,750</td>
<td>26.1%</td>
<td>34.6%</td>
<td>18.8%</td>
<td></td>
</tr>
<tr>
<td>John Smith</td>
<td>Junior Analyst</td>
<td>XYZ, LLC</td>
<td>$150</td>
<td>5.0</td>
<td>40.0</td>
<td>40.0</td>
<td>0.0</td>
<td>85.0</td>
<td>$12,750</td>
<td>73.9%</td>
<td>65.4%</td>
<td>53.1%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>etc.</td>
<td></td>
<td>0.0</td>
<td>$0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td></td>
<td></td>
<td></td>
<td>9.0</td>
<td>48.0</td>
<td>52.0</td>
<td>6.0</td>
<td>115.0</td>
<td>$21,500</td>
<td>12.3%</td>
<td>36.3%</td>
<td>40.5%</td>
<td>10.9%</td>
</tr>
</tbody>
</table>

For Unit Costs relevant to this project… (add others as appropriate)

- **Phone Survey**
- **Detailed interview**
- **On-site visit with project metering or other tasks**

<table>
<thead>
<tr>
<th>Unit costs for Rental of Loggers or Meters, by type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 / end-use</td>
</tr>
<tr>
<td>Type 2, etc.</td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:**

- **Area in white - put hours for each staffer on each task**
- **Areas in cream: Expense dollars for that task and expense category**
- **Total Hours:** sum of column, sum of row
- **Total labor cost:** sumproduct totaling cost for each staff for each task
- **Computed percent of time over project term - example assumes timeline for project is 4 weeks or 160 hours.**
- Expand staff, tasks, expense rows/columns as needed for the specific project.
7. Requirements for the Qualifications for 2019-2021 Research Areas

Your response to this RFP for 2019-2021 Contractor Pool and 2019 Project-Specific RFPs should include responses to all elements to which you are responding in one combined document.

There are Three Research Areas: Residential, Commercial, and Survey-Only. Qualified teams for crosscutting projects are identified from those submitting both residential and commercial Research Area qualifications. **You should submit information for the research area if:**
- You are submitting a proposal for one or more of the 2019 projects;
- You wish to be considered for evaluation projects in the 2020 / 2021 period, even if you are not interested in any of the 2019 projects.

**Residential and Commercial Research Areas:**

For the Residential and Commercial Research Area proposals, your response should:
- Provide a clear and concise explanation of your team’s qualifications and Expertise in Residential or Commercial EM&V (Impact evaluation, Process evaluation, and Other EM&V areas). The submittal should be submitted in word and PDF form (as Described in Form C above). Form C provides space for Team qualifications, Team organization / roles, Staff expertise, bios, past projects, and references.
- Provide a table of billing rates over the period for all relevant staffing classifications using a separate Excel workbook including labeled tabs for staffing rates for each Research Area submitted, using **Form E** below for residential and commercial research areas.

Note that the firms on the teams will be required to be stable, and firms cannot switch to other teams for the 2019-2021 period. The documents should be labeled specifically and submitted in THREE emails as noted in FORM C above.

You may submit qualifications for the Residential Research Area, Commercial Research Area, or both (which will potentially make you eligible for the Crosscutting Research projects). **Firms not qualified as part of this Research Area process will not be eligible for potential additional RFPs to be issued in 2020 and 2020.**

The content for the residential and commercial research areas submittals are specified in Form C above.

**Survey-Only Research Area:**

For the Survey Research Area proposals, your response should:
- Provide a clear and concise explanation of your firm’s qualifications and Expertise in Residential or Commercial Surveys (any key types of surveys in which you provide expertise). The submittal
should be submitted in word and PDF form (as Described in Form C above). Form C provides space for Firm qualifications, Staff expertise, bios, past projects, and references.

- Provide a table of costs per survey for a set of sample surveys. Submit the form as a labeled tab in the separate Excel workbook using Form F below for survey research area.

**FORM E:**

*Staff Billing Rates Form for Residential and Commercial Research Area Submittals – included as a separate labeled tab in Excel workbook submitted.*

(ONE COPY OF THIS FORM for Residential and One Copy for Commercial Research Areas, included as labeled tabs in the required Excel Workbook. NOT REQUIRED for Survey-only research area. Those submitting 2019 Residential, commercial or crosscutting projects must also include this form)

<table>
<thead>
<tr>
<th>Group by Company</th>
<th>Fully Loaded Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Name</td>
<td>Staff Title/Category</td>
</tr>
<tr>
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<td></td>
</tr>
</tbody>
</table>

State the Company's policy on Markup for Travel and other Expenses for this assignment:

State the Company's proposed policy on charging for travel time for this assignment:
FORM F:

2020 Template Charges for Residential and Commercial Survey Costs – 2 tables

Include as individual tab in the Excel Budget and Costs Excel Workbook

Residential Costs:

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

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.).

Commercial Survey Costs

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

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.).

Expected cost changes for 2021 should also be provided for surveys. CATI is abbreviation for computer assisted telephone interviewing.

8. Selection Process and Evaluation Criteria

A thorough review and evaluation, and straightforward selection and contracting process for these RFPs is planned. Firms selected for research areas will be eligible for the 2019-2021 period. Firms selected for the 2019 projects will be expected to perform the 2019 projects in conformance with the approximate timeline / expenditure pattern as outlined in the individual RFPs. With some exceptions, work on the 2019 projects will be expected to begin as soon as possible after award and contracting.

The evaluation of proposals will be conducted by the EA team (with a minimum of 3 reviewers per project or research area), based on the criteria below. The proposal review and selection process will be conducted as described in the 2014 EEB Program Evaluation Roadmap.
Project RFP Evaluation Criteria:
- Technical Approach, including proposed sampling plan: 40%
- Qualifications / Experience of Firm and staff assigned to this project: 30%
- Cost / Budget for the Project: 30%

Research Area Evaluation Criteria:
- Qualifications of the firms on the Team, Team Management Plan / Roles, and Quality / Depth of Previous Project Experience, including references: 50%
- Qualifications of Team Staff included and Team Lead Manager: 33%
- Reasonableness of Rates relative to Qualifications: 25%

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

7. Document Links and Overarching Information

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

Additional information relevant to proposals and contracting:
1. All utility Confidentiality requirements shall be met. Reference utility specific contract documents for legal requirements.
2. All contractors working on customer’s sites must undergo the UtilitySafe background checks process: This effort will be undertaken at the contractor’s own expense and must be completed before site work can begin. The UtilitySafe program acceptable to CT Utilities is administered by e-VERIFILE INC. No substitutions will be accepted for background checks.
3. Staging of projects will be arranged based on Evaluation Administrator assessment of tradeoffs related to EA and committee workload, timing needs for project results, or to accommodate multiple projects awarded to one firm.
4. Contractors should include at least two rounds of review and revision for all interim deliverables and three rounds of review and revision for final deliverables.
5. All Impact Evaluation Studies for the commercial side and for large residential programs (and any impact study used to support bids into the FCM) shall fully comply with the requirements of ISO NE FCM. This includes, but is not limited to the following:
b. Adhere to requirements for the type of method to be used and requirements for the metering equipment.
c. The statistical sampling requirement for the ISO is for an 80% confidence at 10% relative precision. (Meeting this requirement with a two-tail test is desired but costs may require that a one-tail test requirement is the only one manageable.)
d. To the extent possible, we also request that the metering data be supplied in 8760 format, so ISO knows how CT’s measures perform at all hours of the year, and because ISO may change peak periods and we will need to be able to use the data to address this possibility.
e. The type and timing for demand estimates will be to meet the two ISO definitions for the time period of interest for demand savings, on-peak hours and seasonal peak hours. The following definitions of demand peaks are taken from ISO New England’s FERC Electric Tariff No. 3:
   i. Demand Resource Seasonal Peak Hours are those hours in which the actual, Real-Time hourly load for Monday through Friday on non-holidays, during the months of June, July, August (Summer), December, and January (Winter), as determined by the ISO, is equal to or greater than 90% of the most recent 50/50 system peak load forecast, as determined by the ISO, for the applicable summer or winter season. The Summer and Winter Seasonal Peak Hours are needed but are more complex to assess. It is conditional in nature and depends upon the relationship between real time system load and the most recent 50/50 system peak load forecast.”
   ii. Demand Resource On-Peak Hours are hours ending 1400 through 1700, Monday through Friday on non-holidays during the months of June, July, and August (Summer) and hours ending 1800 through 1900, Monday through Friday on non-holidays during the months of December and January (Winter). The on-peak demand savings are the average demand savings during these hours.

Document Links:

Links to the key documents follow...
- The C&LM Plan is located at: http://www.energizect.com/about/eeboard/plans
- Previous evaluation reports are located at: http://www.energizect.com/connecticut-energy-efficiency-board/evaluation-reports
X1931 - In-Depth Program Savings Document (PSD) Review (All Sectors)

Maximum Budget

- $605,000

Description of Program

Much of Connecticut’s electric and gas utility programs’ savings claims are generated using the State’s PSD, its technical reference manual. Connecticut’s PSD is updated annually to incorporate the results of the most recent set of residential and commercial evaluation projects that are conducted, as well as other sources of updated savings values from other states or national sources (e.g., EPA or DOE). However, the State has not conducted an in-depth PSD review in the recent past. This project’s goal is to conduct a data-driven review of the PSD parameters to:

- Review and update as necessary the values, calculations, content, and documentation against the past CT studies and the best (nearby) information and literature. Include review of values related to savings, measure lifetimes, NTG. and other entries, clarity of calculation approaches, entries that may be present in other PSDs but absent in CT, updates needed to address revisions in program directions, and other improvements,
- Identify gaps and weak numbers that can inform EM&V study priorities,
- Conduct an interim findings meeting with the Committee and stakeholders, and identify next steps for the project that would best address priority / target needs. This includes primary research, as well as recommendations for other research priorities. Work with Evaluation Administrators to develop a plan and conduct targeted work.
- Make additional recommendations for future primary research work needed and a sustainable updating approach going forward.

This project is not expected to focus on the format of the PSD, but, issues related to level of aggregation, parameters, calculations, or other elements related to entries and content are within the scope. Changes that reflect the directions that Connecticut’s programs will be moving in the future will also be relevant. The selected contractor will work closely with the utilities, technical consultants, and evaluation administrators.

This project cuts across all the Utility’s energy efficiency programs. The list of past evaluation projects and a summary of Connecticut’s C&LM Plans and programs can be found on the CT EEB website (links were provided earlier in the RFP).
Utility staff lead the annual PSD update process, with stakeholder review and approval by the EEB, focusing on updates from the most recent EM&V studies. However, there has not been a systematic C&I-wide update, and review of other sectors by the evaluation team has not been consistent. In some cases, budget constraints for EM&V projects have limited the sample size below statistical levels that may be optimal, and examining data from prior studies in CT in light of review of data from similar states may help ensure CT savings estimates reflect current use and conditions. In other cases, computation methods may not be transparent, and certain measure lifetimes/persistence values are out of date, poorly vetted, and don’t take into account recent issues related to market lifetimes. We are requesting a comprehensive, systematic, data-driven review, and recommended updates should be based on the strongest information available. The study should identify gaps with suggestions for near-term values and recommendations for additional research to fill gaps and weak data. The project includes an interim update and recommendations review, and tasks to conduct primary research to fill some of the identified priority gaps that are feasible to undertake. Information on future research priorities are also part of this project.

This project begins as soon as possible, and is expected to be finish as early as possible in 2020.

**Research Objectives**

The State needs assurance that the PSD provides adequate guidance on savings and input parameters.

The primary objectives of this project are to conduct a detailed, thorough, data-driven review of Connecticut’s PSD, focusing on and its key, most impactful values, including:

- review and update of values to assure the values are defensible and best available,
- conduct a gap analysis, potentially filling values near-term with information from other sources, and identifying research priorities,
- review / update and improve documentation within the PSD,
- provide feedback to the committee, utilities, technical consultants, and evaluation administrators on results of the initial review and recommendations. Identify recommendations for new primary research to be undertaken as part of this project that will fill important gaps,
- Provide information that will help target future evaluation work.
- Providing suggestions for a feasible and sustainable updating approach going forward.

We specifically include funds for targeted follow-up activities based on the results of review, including primary research to fill gaps and weak entries, and plans for other next steps. The targets for the primary research to be conducted under this project may be identified based on weak data, updates that are unlikely to be easily incorporated into EM&V work on particular programs, or priorities based on other criteria; this prioritization process should be discussed in the proposal. The targeted primary research topics will be discussed with the committee and approved prior to commencing the work. This project involves considerable coordination with the utilities, Evaluation Administrator Team, and with the Technical consultants.
Reseachable Questions

1. What are the weak and strong values included in the Connecticut PSD? Where is updating needed to values, methods and documentation to bring it to industry standard where issues are identified? What changes should be made?
2. How can the PSD and its value be improved to assure it provides strong underpinnings for savings computations and other priority uses?
3. Which primary research is most important to conduct now, by this project? What are additional research priorities?
4. What is the most feasible updating process to be suggested for the future?

Methods

This project includes a data-driven review of current entries and documentation of the State’s PSD, followed by primary research to fill some of the priority gaps.

Resources for the work include prior studies, including Connecticut research, and where useful, reports, data, and PSDs or TRMs from other similar states. The Three Year C&LM Plan and the Legislative Report also provide information noting evaluation work completed and key results. The priority for the review includes the numbers related to impacts, but others (including measure lifetimes) are also important assumptions for savings and planning efforts. The budgeted efforts should include reviewing the inputs and entries from CT studies completed prior to improved documentation of data collection and delivery standards.

An important effort will include identifying primary research to be conducted under this project, and developing recommendations for additional impact evaluation and other values with weak or aged underpinnings or substandard documentation for future research. This will involve a check-in with the committee, utilities, and technical and evaluation administration consultants to identify and develop the primary research phase of the project. Throughout the project, close interaction will be needed between the selected contractor and these stakeholders.

The early phases of the work include PSD review, literature review; periodic and additional calls with utilities and stakeholders regarding program, calculations, and entries; and development of recommendations. The project may involve direct update to values and documentation and introduction of new elements into a revised PSD, or may develop only directions for what to update; the objective is the former, but to the extent that is not possible, proposer should suggest their approach. Later phases of the work involve primary research that may include impact work, surveys, measure lifetime work, or other primary research efforts.

Project Timeline
We expect the project will begin as soon as possible in 2019, and perhaps 75% of the work will be conducted in 2019; the remainder will be completed in 2020. We expect the initial phases and review to be completed in 2019. To the extent some of the improved values (or research on gaps) can be made available by July 2019, that will be of value to the development of the update to the C&LM plan for 2020. The follow-up primary research is expected to begin in 2019 and complete in 2020.

**Deliverables**

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: kickoff presentation; bi-weekly project update calls with EA Team; data requests and documentation; calls / interviews with utilities and stakeholders; draft memo / report discussing results of the in-depth review and recommendations for 1) immediate primary research and 2) other next steps; interim presentation of results and recommended for primary research for discussion with and approval by the Evaluation Committee (EC); kickoff presentation on follow-up research; analysis and results; draft and final report including remaining recommendations for next steps and other required content; project data archiving; and presentation of project results.

**Timing and Other Issues /Special Considerations**

Note that this project’s budget is for phased work. The bulk of the budget is expected to be assigned for key prioritized primary data research that the early phase work identifies. Each phase of work will require review with the committee and budget approval for the next phase. This project should begin as soon as possible in 2019. The majority of work should be completed in 2019, with perhaps 25% of the assignment conducted in 2020. Precise timing will be influenced by the nature of the primary research (TBD). As mentioned, to the extent possible, it is useful to provide updated values for some of the key factors by July 2019 so it may be used in the 2020 C&LM update. Note that the current PSD is available on the CT website.
X1941 - MF Impact Evaluation

Maximum Budget

- $380,000

Description of Program

Utilities offer energy efficiency incentives and services through both their commercial and residential programs, and thus this study is posted as a cross-cutting study. Multifamily (MF) is an important and growing sector in CT. An impact evaluation focused on this subgroup needs to address the entire building. MF savings need to be well-supported in the PSD and in savings estimates for programs. What is needed as a minimum are estimates of savings (kWh and kW, gas, and delivered fuels) and realization rates for each program. Bidders should discuss the degree to which they can offer greater refinement, such as measure level savings for the most important measures. The contractor will be able to request billing data for selected sample, but previous attempts suggest that there are too many gaps in data to do a straight billing analysis. Because data is not available to do a billing analysis, study will rely on on-sites, customer surveys, and engineering assessments, with perhaps some limited use of billing for calibration purposes.

The recent RASS (Residential Appliance Saturation Survey) and MF on-site study were successful in recruiting individual non-participant customers. Bidders should consider how this data and the broader RASS survey can be used to establish a baseline. Utilities will be able to identify the buildings that have been treated by one of their MF offerings. Not all of the treatment, however, can be linked to a specific unit/billing account.

Research Objectives

The primary objective of this study is to update PSD values for MF measures. PSD data for in unit measures has generally been estimated by prorating findings from SF studies. Common area savings estimates have been estimated from generalized commercial building results. This study should examine the basis for existing PSD assumptions and compare those results to those used in other states. Bidders should propose work tasks that dig deeper for the most important measures. We leave up to the bidders to identify these tasks and the measures that are covered.

Reseachable Questions
1. Are there measures/strategies offered by the programs that do not have an appropriate PSD value? What PSD assumptions differ from those in surrounding states? What assumptions in the PSD that should be studied further?
2. How can research and analysis be designed to improve these estimates?
3. What are recommended values for key savings parameters going forward?’

Methods

The study will rely on review of existing studies, examination of other PSDs, RASS and on-site MF studies, surveys and/or interviews with trade allies, surveys of customers, on-site inspections, and analysis of data. (Note that the current HES study has done some data collection and interviewing on MF, even if that ultimately gets dropped from what is reported on, there is info gained there that might be leveraged.)

Project Timeline

The project will begin in year 2019 and be completed in 2020.

Deliverables

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (discussed elsewhere), and additional deliverables / activities relevant to this project should be added to the list. Include at least: Kickoff presentation; bi-weekly calls; data requests and documentation; memo discussing implementation plan; draft report; final report; data archiving, final presentation or technical meeting.

Issues /Special Considerations

The results for this project should include results separately for Eversource vs. UIL (along with other stratifications the proposer believes will be useful.)
X1932 – DR EM&V Support (All sectors)

Maximum Budget

$355,000

Description of Program

There are a number of DR Projects / Pilots being developed by the utilities within the energy efficiency portfolio. In most cases, the projects / pilots are being assessed by independent evaluators. However, given the overlap between energy efficiency and demand response, particularly in the use and control of HVAC and thermostat equipment, and the potential synergies from combined evaluation efforts, there is now a need for the energy efficiency evaluation team to monitor and critique DR evaluation plans and results. In the first year of this contract, the contractor will have an observer’s role in the projects, reviewing the evaluations for the residential and commercial DR pilots underway (see 3-year C&LM Plan). When the current contracts with the independent contractor end, some of the work will transition to winner of this RFP bid, in close coordination with the implementation staff who oversee the DR projects / pilots.

Research Objectives

To ensure that DR projects are structured in a way that allows evaluation of results in consistent and valid manner. To construct and implement defensible estimates of kW savings from selected DR projects implemented by utilities. After the fast-track review of the set of existing DR pilot evaluations, the work will involve monitoring / critiquing the pilots, assuring evaluations and pilots are well-designed for evaluation; and conducting evaluations of potential future pilot designs/performance. After the initial review, the project will be a task-order, based on the DR pilots implemented. We are looking for a highly qualified team to conduct this work.

Researchable Questions

1. What kW reductions are realized by DR pilots?
2. How do DR pilots fit into existing EE efforts? Are there other efforts that would fit better with existing EE, or how does EE need to change to incorporate DR into the measure mix?
3. Are any changes to research questions or methods recommended for utility-administered studies?
4. How can the DR pilots be expanded/scaled up to a broader group of potential participants based on pilot eval results (e.g., will early adopters of pilots be more receptive & engaged or otherwise differ from the broader population)?

**Methods**

In the first year, the role will be one of observer. In subsequent years, contractor will work with utilities, thermostat and other manufacturers some of whom will have critical data, Technical Consultants, and others to design evaluation plans, implement those plans, and analyze the results using data from thermostats, wi-fi-connected heat pump water heaters (HPWH), AMI meters, billing records, and other customer data. On the C&I side, measures may include EMS, HVAC controls, lighting controls, process measures, battery storage or other measures. Surveys of customers may be a component of some of the individual studies.

**Project Timeline**

The project will begin in year 2019 and be completed in 2021. Work and level of effort tracks with the implementation of DR projects. One important milestone bidders should be aware of is that on June 1, 2019, as a condition of approval of the three-year plan, the utilities are required to provide additional detail on demand management programs as developed and report results to date. The selected contractor will review the evaluations conducted for these pilots (one residential and one commercial) and review the submittal for the 6/1/19 deadline.

**Deliverables**

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project are added to that list. Include at least: Kickoff presentation; bi-weekly calls; data requests and documentation; memo discussing implementation plan, draft report; final report; data archiving, final presentation or technical meeting.

**Issues /Special Considerations**

None
X1939 - Early Retirement Initiatives (All Sectors)

Maximum Budget

$285,000

Description of Program

The utilities are either planning or considering a number of initiatives in both the C&I and residential sectors in 2019-2021 to specifically target early retirement of equipment as opposed to replacement on failure. Most advanced among these initiatives is a plan in the C&I sector to

Develop an early retirement program to structure incentives to hasten equipment replacement in 21st century manufacturing facilities and state buildings, and large industrials. The Companies will work with potential customers to determine whether equipment replacement (early retirement and/or post-useful life) will benefit the electric and natural gas distribution systems (savings and demand savings) by first taking into consideration the actual total savings (based on total change in usage) of the new equipment versus existing conditions for the first five years of equipment replacement (more savings than current practice), then considering savings for the remaining useful life of the new equipment as compared to code or industry standard practice... (2019-2021 Conservation and Load Management Plan, p. 289.)

However, the Plan also discusses possible initiatives in the residential sector to promote early retirement of HVAC and water heating equipment, refrigerators and freezers, as well as a potential effort in the C&I sector to

Build upon... current prescriptive HVAC offerings by partnering with the established distributor network and... look to expand participation for small and medium-sized businesses to encourage early retirement of HVAC equipment in the network. (2019-2021 Conservation and Load Management Plan, p. 112). Note: In addition to these, there are already some early retirement savings from HES-IE boilers & furnaces and appliances (pre-2019).

Research Objectives

The primary objective of this study is to develop recommendations regarding both updated impact parameters and program design and implementation improvements for new early retirement/modernization initiatives being offered by the CT utilities in 2019-2021. Early
retirement/modernization initiatives are likely to demand new impact parameters (e.g., different gross savings due to dual baseline; attribution higher or lower for measures specifically targeted for early retirement than for measures not so targeted; potentially higher NEIs due to retirement of outdated equipment). These initiatives can also raise program design and implementation challenges that can be informed by EM&V (e.g., especially, how can incentives be structured and customers targeted to enhance the likelihood that participants will actually be replacing equipment with significant remaining useful life; how can the program target the oldest and most outdated equipment). This study will address these needs, seeking to balance the attention given to program design- and impact-related issues.

**Researchable Questions**

1. What gross and net impact parameters are appropriate for early retirement initiatives?
2. Do early retirement initiatives call for any special treatment regarding the NEIs that can potentially be used in cost-benefit analysis?
3. How can the effectiveness of early retirement/modernization initiatives be improved?
4. How can these EM&V results be used to address program design and implementation challenges (e.g., how can incentives be structured and customers targeted to enhance the likelihood that participants will actually be replacing equipment with significant remaining useful life; how can the program target the oldest and most outdated equipment, etc.)

**Methods**

- Literature review and/or interviews to characterize program designs and impact assumptions in other states.
- Surveys and interviews with participating customers and trade allies.

**Project Timeline**

An initial task will be to conduct a literature and/or interviews to characterize early retirement program designs and impact assumptions in other states, with an eye toward recommendations regarding best practices. This task would ideally be completed prior to the fielding of any of the targeted initiatives. However, the timing of remaining tasks will be driven by the timing of fielding of the targeted initiatives. Based on current information, we anticipate a two-stage project in which the initiative targeting manufacturing facilities, state buildings and large industrials is fielded and evaluated first, followed by other potential initiatives later in the 2019-2021 period.

**Deliverables**
The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: Kickoff presentation; bi-weekly calls; data requests and documentation; memo discussing results of literature review/interviews on program designs and impact assumptions in other states; memos discussing evaluations of individual initiatives; draft report; final report; project data archiving; final presentation or technical meeting.

Issues /Special Considerations

Much of the timing of this study is dependent on the uncertain timing of the initiatives that it is targeting.
X1942 - Crosscutting NEI studies (All sectors)

Maximum Budget

$120,000

Description of Program

Building on policy directions and input from various entities in the State, Connecticut is conducting work to review and revise its Cost-Effectiveness test, and is conducting a National Standard Practice Manual (NSPM) review process that is expected to be completed in late Spring / early Summer 2019. This project is meant to provide data and information that can support the review and provide values for relevant utility, participant, and societal non-energy impacts (NEIs) (residential and commercial) that are likely to become near-term elements of the Cost-Effectiveness test that derives from the NSPM process, as well as providing work supporting elements that are desired in the longer run but not yet available in forms adapted to the State. Early feedback is focusing on utility and societal impacts, and in the areas of O&M and arrears, but the NSPM process develops a longer-range policy that will likely indicate additional directions.

This project is not a literature review; instead it is data-focused. The work should focus on developing estimates, using primary and some secondary research to develop CT-specific NEIs. Research should build off the work recently conducted in Connecticut (R1709), as well as soon-to-be completed work in NH, ongoing work in MA, and new work conducted in other states. Products should focus on quantitative results, but proposers should discuss what is feasible given the budget. Significant gaps that should be addressed in future work should also be identified.

The project will begin in 2019, and provide early support and information, but the majority of the work (especially the primary work) will be conducted in 2020. Note that DEEP’s potential adoption of a TRC test is expected mid-2019.

Research Objectives

To develop quantitative CT-specific NEI estimates useful to / needed for the near- and longer-term revisions to CT’s cost-effectiveness test.

Researchable Questions

1. What high-priority CT-adapted NEIs can be computed in the near-term that can support the revisions to the State’s cost-effectiveness test?
2. What are the priority values for additional NEIs, based on primary or advanced secondary research?
3. What should the priorities be for additional primary and secondary NEIs research, beyond the values that can be completed in this study?

Methods

This project should expect to use primary and some secondary research to develop CT-specific NEIs suitable to the directions of the NSPM process results. The secondary research may build on the work previously connected in CT, NH, MA and a few other states. The primary research should expect to use industry best practices. For proposal purposes, indications are that some of the early directions for NEI values of first interest include utility and societal impacts, and O&M costs/benefits and arrearage reductions; however, depending on the robustness and transferability / suitability of existing work on those NEIs, the proposer may suggest that the primary research should focus elsewhere. The estimation work may be based on financial calculations, surveys, utility data analysis, or other sources of information. The work should serve current needs but also look to the future. The work should be structured so there are points at which the evaluation committee is updated on the priority NEIs that will be targeted, so they can weigh in before the primary research is conducted.

Project Timeline

The project will begin in 2019 (ramping up for late Spring / early summer 2021 completion), and provide support and CT-specific values for NEIs needed for the State’s revised cost-effectiveness test, but the majority of the work (especially the primary work) will be conducted in 2020.

Deliverables

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: kickoff presentation; bi-weekly calls; data requests and documentation; surveys, memo identifying priority NEIs and measurement proposing primary and secondary data collection; memo discussing implementation plan, draft report; final report; project data archiving, final presentation or technical meeting.

Issues /Special Considerations

The project should coordinate with the work on the revisions to the cost-effectiveness tests, provide estimates for near-term values needed for the revised test, and also support the directions for NEIs identified for the longer run.
9. RFPs for 2019 EM&V Projects – Six Residential Projects

R1982 - Residential HVAC/DHW Performance and Potential Assessment

Maximum Budget

$740,000

Description of Program

This study is not directly tied to a specific program, but instead focuses on obtaining metered data of a representative sample of HVAC and DHW equipment in CT single-family homes. Using the RASS survey results, contractor will design a sampling plan that includes a representative cross-section of equipment types and is representative of CT SF homes. Equipment types will include gas and other non-electric fuels. As a minimum, metering must provide hourly or finer load data (consistent with the 8760 requirements stated earlier), determine annual fuel use, seasonal efficiency for all equipment; and peak demand for electric equipment, including fans and motors on gas and delivered fuels primary heating equipment. It is anticipated that in many sample homes, both the HVAC and DHW equipment will be monitored, though quotas may determine that only one piece of equipment be monitored. Metering will continue from installation for at least one full year and if possible, up to the end of 2021. Strategies that will allow long-term collection with a minimum of additional costs will be highly valued. However, the metering and data recovery strategy needs to weigh the costs of data recovery versus the reliability of recording equipment and its dependency on access to Internet. Bidders must demonstrate their expertise and experience with all proposed metering options and specific monitoring, data storage, and data retrieval devices or strategies proposed in this proposal.

Proposed budgets for this project need to include all costs, including: project planning, sampling design, recruitment of homes, incentive payments, metering equipment, data retrieval costs, call backs, replacement of equipment, recovery of equipment if desired, preparation and presentation of reports, and archiving of a collected data. For those proposals offering a more than one-year recording period for all or portions of cases, the full cost of supporting the maintenance of meters and retrieval of data for extra length up to the end of 2021 needs to be included in budget. Initial assessment is that budget is sufficient to cover 300 homes. Proposers are encouraged to propose solutions that differ from this number, giving solid reasoning why these changes enhance the research.
Research Objectives

The primary objective of this study is to develop defensible estimates of HVAC, (including DHP) and DHW, (including HPWH) energy and peak demand impacts. This project will use the recent RASS study to develop a sample of CT homes and meter end uses to develop seasonal and peak performance values. A priority is to get data for DHPs and HPWHs.

Researchable Questions

1. What is the annual fuel use, seasonal efficiency for all equipment; and peak demand for electric equipment? (Be sure metering data for peak savings meet ISO-NE FCM needs).
2. What are the loads and seasonal efficiency of HVAC and DHW equipment in SF CT residences?

Methods

Long-term metering of HVAC and DHW equipment, with metering designed to capture data on intervals appropriate for ISO-NE peak savings.

Project Timeline

The project will begin as soon as possible. An initial task will be to develop an implementation plan that includes sampling design, recruitment protocol, equipment selection, installation, retrieval of data; and recovery of equipment if required.

An installation of metering? equipment stage needs to occur in either fall or spring. QA/QC of installed equipment must be a component. It would be preferred to have a summer report in late fall and a winter report in late spring, but if on-site retrieval is required and metering can extend to one year without on-site data retrieval, then one annual report might be considered. Project efforts will begin in 2019, and continue at lower levels through 2021.

Deliverables

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: Kickoff presentation; bi-weekly calls; memo discussing implementation plan,
data requests and documentation; draft reports; final reports; data/spreadsheets with 8760 load shapes, project data archiving, final presentation or technical meeting.

Issues /Special Considerations

The project’s metering should meet ISO-NE statistical confidence /precision requirements for the FCM since these results are expected to be used to support FCM bids.

Also, note that there is 8760 residential HVAC and other end use load shape data collected in MA for this study: http://ma-eeac.org/wordpress/wp-content/uploads/RES-1-FINAL-Comprehensive-Report-2018-07-27.pdf. The proposer may consider suggesting ways that these data can be used to further bolster statistical confidence/precision.
R1965 - HP / HPWH Baseline and Potential Assessment

Maximum Budget

$250,000

Description of Program

HP electrification is increasingly important throughout the Northeast and is a component of the 3-year program plan. The contractor should use previous CT Heat Pump (HP) and Heat Pump Water Heater (HPWH) studies as well as other regional and national studies to develop an inventory of results and usable data sources. This study will gather primary and secondary data that tracks the types of equipment being sold and the sales trends for those equipment types. Data collection with stakeholders should also be done to understand program effects, market barriers, prime sales niches and equipment configurations. Assessment needs to cover both existing home and new construction markets. Particular attention needs to be taken with respect to the role that these technologies will play in electric optimization efforts, and their impacts on the replacement or change in use of existing fossil fuel technologies.

Research Objectives

The primary objective of this study is to collect the baseline data and market characteristics for heat pump technologies. Of prime interest are the application of ducted and ductless mini-split systems. The previous studies have determined that these types of systems are being applied in numerous configurations with single and multi-head systems designed for heating and/or cooling or whole homes and portions of homes. The characterization of this market needs also to consider how these HP units are used in conjunction with existing equipment. Because these various configurations will have different savings and demand impacts and widely divergent cost-effectiveness results, the market characterization will need to be more granular than state wide sales numbers.

The study needs to give CT utilities some guidance on how specific incentives and other program interventions will encourage or discourage specific applications, and which of these promotes the greatest public benefits. Contractors will need to calculate energy and demand impacts using available data either from a companion study R1982 which should have some performance data available or from other states. Working with the utilities, the contractor can then perform cost-effectiveness tests to determine which configurations produce benefits for utilities and stakeholders.
Researchable Questions

1. What is the existing and future market for HP and HPWH technologies in CT? How will those systems be configured and used? How will these systems be used with existing equipment?
2. What role do trade allies play in promoting these technologies? How are they likely to package systems? In what situations are they likely to be used?
3. What is the cost-effectiveness of each of these configurations? What policies can be recommended to encourage those configurations with favorable impacts while discouraging those with unfavorable impacts?

Methods

The study will rely on existing studies, access to existing sales data (the cost of which must be included in the budget for this study), surveys and/or interviews with trade allies, and analysis of data.

Project Timeline

The project will begin in year 2019 and be completed in 2020.

Deliverables

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: Kickoff presentation; bi-weekly calls; data requests and documentation; memo discussing implementation plan, draft report; final report; data archiving, final presentation or technical meeting.

Issues /Special Considerations

None
R1963 - Short-Term Residential Lighting Analysis

Maximum Budget

$140,000

Description of Program

This study is intended to support all residential programs targeting residential lighting. The principal focus should be on retail markets, including Hard to Reach (HTR), but any information to inform in-home direct install (DI) of lighting in the Home Energy Solutions (HES) and Home Energy Solutions – Income Eligible (HES-IE) programs would also be useful. Key programs targeting residential lighting in Connecticut for the 2019-2021 period are discussed on pp. 35-37 of the Plan, as well as in various other passages.

Research Objectives

Connecticut’s residential lighting programs face a changing and uncertain marketplace in the 2019-2021 period. There is considerable uncertainty as to whether and how EISA’s Phase 2 will unfold or be implemented. Even absent the requirements of EISA, the lighting market is transforming rapidly. At what point is continued program intervention no longer needed? Are substantial changes in program focus or strategy called for? While answers to these questions may be needed throughout the 2019-2021 period, a key decision point that can already be identified is the development of the 2020 Plan Update, which must be filed on November 1, 2019.

For the above reasons, the primary objective of this study is to produce the best characterization of the status of residential lighting markets in Connecticut that is feasible within the available budget and in time to be considered for 2020 planning. To the extent that there are any funds remaining after the primary objective is met, these should be allocated to providing a further update on market status by the Spring of 2020.

Bidders should note that the need for continued program intervention may vary by product (EISA vs. non-EISA covered lamps), markets (HTR vs. non-HTR) and retailers (Big box/Home Improvement vs. small retailers). Information to inform continued DI in HES and HES-IE is potentially less critical, but still worth pursuing. (For example, if retail markets are largely transformed, can DI continue to be justified largely as an early retirement measure?) Programming decisions may also differ between HES and HES-IE.
**Researchable Questions**

1. What is the mix of residential lighting products being manufactured, stocked, and sold?
2. How are federal policy and court decisions regarding enactment and enforcement of EISA’s Phase 2 evolving?
3. How are manufacturer and retailer business strategies regarding residential lighting products changing?
4. Should various residential lighting programs be continued, stopped, or changed for 2020 and beyond? If they should be changed, then how?

**Methods**

Methods may include:

- Purchase and analysis of CREED (Consortium for Retail Energy Efficiency Data) sales tracking data
- Upstream interviews
- Analysis of program tracking data
- Analysis of shelf stocking data collected by Lockheed Martin, and potentially additional collection and analysis of shelf stocking data by contractor
- Secondary research

**Project Timeline**

The primary project objective is to produce the best characterization of the status of residential lighting markets in Connecticut that is feasible within the available budget by August 15, 2019, in time to be considered for 2020 planning. Bidders are asked to propose a specific project timeline that will optimize this objective.

To the extent that there are any project funds remaining after the above objective is met, these should be allocated to providing a further update on market status by March 31, 2020.

**Deliverables**
The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: Kickoff presentation; bi-weekly calls; data requests and documentation; sampling plans, interview guides, memos on results from individual tasks; draft report; final report; project data archiving; presentation or technical meeting.

Issues /Special Considerations

In developing a proposed approach for this study, bidders are asked to consider the potential for coordination with similar market assessment activities being performed in adjoining states.
**R1973 - Retail Non-Lighting Products Impact and Process Evaluation**

**Maximum Budget**

$215,000

**Description of Program**

Energy Star Retail Products Platform; E-Commerce Platform. These offerings are discussed on pp. 37-39 of the Plan.

**Research Objectives**

The core objective of this study is to develop improved impact parameters for participants in non-lighting retail products offerings. A secondary objective is to recommend improvements to program design and implementation for these offerings.

As residential lighting savings opportunities are predicted to dwindle, non-lighting retail products are likely to become an increasingly important source of residential savings, and these measures have not been evaluated for some time. At the same time, the CT utilities have recently updated their approaches to retail products markets. One change is that they have begun participating in the Residential Products Platform (RPP), a national market transformation initiative spearheaded by the EPA and featuring participation by an increasing number of program administrators across the country. Products being promoted under RPP in 2019-2021 include, but are not limited to, dryers, washers, refrigerators, freezers, air purifiers, and room air conditioners. A second change in utility programming is the establishment of the E-Commerce platform, which allows consumers to purchase advanced power strips and offers instant rebate coupons for the purchase of efficient freezers, room air conditioners and sound bars.

Both RPP and the E-Commerce platform raise impact evaluation challenges. For RPP, these challenges encompass both attribution (e.g., the difficulty of assessing near-term attribution for a national initiative intended primarily to generate gradual but lasting changes in retailers' ordering and stocking practices) and gross unit savings parameters (e.g., the need to periodically update impact assumptions for changes in qualifying standards and baselines). A potential challenge raised by the E-Commerce platform is rapid changes in the characteristics of qualifying products.
The primary focus of this study will be on meeting the above challenges and refining impact assumptions. However, process evaluation will be a secondary focus, pursued opportunistically to the extent there are synergies with impact evaluation.

**Researchable Questions**

1. What methods have been used recently in other states to establish impact parameters for similar products being marketed through similar platforms? Is it appropriate for Connecticut to adopt or adapt impact assumptions being used by other states?
2. What assumptions for gross unit savings and attribution should be adopted for each major product category being promoted?
3. What are recommended improvements in program design and implementation?

**Methods**

Methods may include:

- Literature review and/or interviews with evaluators in other states.
- Review and analysis of program tracking data.
- Review and analysis of sales data and upstream interview results developed by other states and program sponsors in connection with RPP.
- Consumer surveys.
- Other methods as proposed by winning bidder.

**Project Timeline**

This project is expected to begin in 2019 and complete in 2020.

**Deliverables**

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: Kickoff presentation; bi-weekly calls; utility data requests and documentation; sampling plans, survey instruments; draft report; final report; program data archiving; presentation or technical meeting.

**Issues /Special Considerations**
RPP is a national initiative, and is the subject of significant research efforts by other sponsors. It will be important to coordinate with these other efforts, while keeping in mind the potential for impact results to differ in Connecticut. Note also: The ESRPP pilot program (Eversource) is being evaluated now using shelf-survey and sales data; this is data the evaluators may be able to draw on in the study.
R1959 - SF Renovation and Additions Potential Analysis

Maximum Budget

$135,000

Description of Program

Renovations and additions to homes may represent a larger opportunity than new construction, but neither the current RNC or retrofit program is set up to address the needs of renovations and additions. It is unclear how big the market is, how much of the work has the potential for improvements in energy efficiency, nor how equipped current home repair contractors are to deliver energy efficiency. The study is designed to characterize the market and get an estimate of what energy saving potential now exists in this sector. It also is designed to identify the barriers to this market. This study follows work being done in other surrounding states and should leverage that work where possible. The utilities have begun a pilot of a renovation program, and this evaluation includes a quick process evaluation on the startup phase of the pilot.

Research Objectives

Determine the size of the SF renovation and additions market in CT. Determine the scope of these projects. Determine the potential savings available for a new program offering. Leverage 2018 MA study to learn about opportunities for a new renovations/additions program. Early process evaluation of new CT program

1. To characterize the size and scope of the single-family renovation and additions market in CT.
2. To estimate the savings potential associated with this market and to identify any opportunities for fuel optimization.
3. To begin to identify, and if possible, measure market effects indicators for this research area so that they can be monitored over time.

Researchable Questions

1. What is the theory and logic behind the program? How will the program design bring about expected outcomes? What indicators could the utilities use to assess program success and progress towards desired outcomes?
2. What is the size and nature of the renovations and additions market in CT? What approaches can the utilities use to keep track of the renovations and additions market? Which parts of the market should they track?
3. What are the energy-related elements of renovations and additions, and how do they vary by the type and depth of renovation / addition? What opportunities do renovations and additions offer for program intervention?

4. What is the savings potential of the new program? How does savings potential vary between renovations and additions?

5. Who are the key market actors and decision makers that affect a project’s efficiency? What factors affect their decision-making process in terms of energy efficiency? What proportion of builders/home repair persons and homeowners conducting renovation projects currently include energy efficiency as a primary consideration, a moderate or secondary consideration, or do not consider energy efficiency at all?

**Methods**

- Analysis of building energy code information, literature review of work in other states, surveys of home repair industry, homeowners. Process evaluation of renovation pilot.

**Project Timeline**

The project will begin in year 2019 and be completed in 2020. It is assumed that more than half of the project’s expenditures will occur in 2020.

**Deliverables**

The proposer should describe deliverables they believe reflect the needs of their approach to the project and are key to the project’s success. A number of deliverables are required as part of the project process in Connecticut (described elsewhere), and additional deliverables / activities relevant to this project should be added. Include at least: Kickoff presentation; bi-weekly calls; data requests and documentation; sampling plans, surveys, memo discussing implementation plan, draft report; final report; data archiving, final presentation or technical meeting.

**Issues /Special Considerations**

To the extent useful, project efforts should leverage work being conducted or that has been conducted in nearby states.
10. RFPs for 2019 EM&V Projects – Two Commercial Projects

**C1901 - Commercial and Industrial Energy Efficiency Programs (non-SBEA) Process Evaluation**

**Maximum Budget:**

$595,000

**Program Description**

- The programs of interest are: Energy Conscious Blueprint, Energy Opportunities including upstream lighting, and Business and Energy Sustainability. These programs seek to obtain maximum adoption of cost-effective energy efficiency measures (equipment, operations, whole building and manufacturing process, among others).
- The programs are described in the current CL&M plan [2019-2021 CL&M Plan](#).
- Last Studied: The last process evaluation of any of the non-SBEA programs was that of the Energy Conscious Blueprint program for the 2013-2014 program year. The last process evaluation of the Energy Opportunities Program was for the 2011 program year. The Energize Connecticut website shows no process evaluation of the Upstream Lighting program.

**Research Objectives and Researchable Questions**

- The overarching objective is to conduct a process evaluation exploring key questions that cut across the non-SBEA commercial and industrial (C&I) energy efficiency programs in the EnergizeCT portfolio and provide actionable information that will increase program cost effectiveness, market penetration, depth and comprehensiveness of savings, customer equity and optimization of program expenditures.
- This cross-program targeted C&I process evaluation will inform program design and delivery for the largest energy efficiency programs in CT using a new approach intended to capture economies

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4 Small Business Energy Advantage (SBEA) is the small business program sponsored by the Connecticut utilities. The process evaluation for this program is being conducted in 2016-2017 alongside the program’s impact evaluation.
of scale, prioritize areas of inquiry to reflect program and portfolio foci, address common questions across programs, reduce data burden to utilities and limit study burden on customers and market actors.

- The study will focus on specific areas of interest such as: financing, sales strategies, differences between utility territories and vendors (both of programs and products/services), differences in customer segment (manufacturing, aerospace, etc.), depth of savings, comprehensiveness, types of projects, data collection and tracking, and a comparison of upstream program performance and delivery relative to other states in the region. The study will examine these areas and others identified during the planning period across all affected programs to identify best practices and opportunities for improvement.

- The research and process evaluation will meet or exceed the quality of energy efficiency program evaluation industry standards and meet the CT legislative intent for requiring third-party process evaluations of energy efficiency programs.

**Methods & Scope**

The following provides guidance on scope and methods. It is the intent of this RFP to request innovative approaches to providing useful and actionable feedback to program implementers and interested stakeholders. The RFP is intended to provide guidance on possible approaches and an outline of the process steps. Proposals will be scored for innovation and effectiveness at achieving the intended results. Conceptual guidance on the individual tasks are described in the following sections.

- **Stakeholder input** – the planning stage of this study will include input gathering sessions with clear priority rankings by utilities, EEB consultants and interested EEB members.
- **Procurement of utility tracking data** (that is, data on the characteristics of the participant, the measure, and the resulting ex-ante estimate of savings that is recorded at the time of participation). Procurement of these data involves a prescribed communication protocol and diligent tracking and reporting.
- **Literature review** will include familiarization with the CL&M Plans, program documents including those guiding program delivery and administrative documents of utilities and implementers, past evaluations, national best practices and other documents identified by the contractors.
- **Evaluation workplan** will build on the proposed scope of services and be informed by program specific data and general program information.
- **Proposed approaches to collecting information** should be broad and consider innovative strategies to obtain deep insights rather than a smattering of high-level findings.
- **To the extent surveys are used, they should be designed to efficiently address a variety of issues to provide a nuanced view of issues and opportunities.** Surveys will address parties of interest, including, but not limited to participants, non-participants, trade allies, implementers and others.
  - Surveys shall be designed with questions relevant for each program that can be analyzed across programs and by program. Some questions may be targeted to address a specific issue relative to a program, industry or circumstance.
- **This evaluation is expected to find cost savings through efficiently and effectively targeting approaches to optimize information collection.**
- **Include a variety of methods such as surveys, in-depth interviews, focus groups, on-sites, shadowing implementers, etc. to collect robust and insightful information.**
• Findings and data compilation shall synthesize the information gathered from all sources and approaches to provide a complete picture of the program processes, opportunities, best practices, differences across the state and customer segments and limitations. Summaries of the compiled data from various sources should be included with adequate information to support conclusions. Reporting at the individual respondent level is of less interest.

Tasks

• Task 1: Work Plan Development
  The Contractor will work with the Evaluation Administrator (EA) to develop a more detailed study plan based on the RFP and their proposal. The workplan will build on the proposal and provide more detail about the planned approaches to researching program processes.

  The evaluation contractor shall become familiar with the type of supporting data available for each program. This effort includes a data request to the Utilities for more detailed and current participation and determination of the availability of market data bases proposed for use in the study.

  The contractor shall facilitate one conference call per utility to ask questions about the programs and the availability of ex-ante tracking data.

• Sample Design
  The contractor will use the data obtained from the data request and knowledge from previous studies to create the sample design. Sub tasks include:
  • Review data from the utilities and other market sources
  • Obtain data needed from the utilities and market sources
  • Develop population estimates for populations of interest identified by the contractor and agreed to by the EA
  • Develop sample design
  The contractor will facilitate up to two stakeholder input meetings to identify and prioritize study questions and topics of interest to the utilities, EEB consultants and the Evaluation Administrators.

  The contractor will use the program data, stakeholder input and sample design to develop a detailed project work plan, budget and schedule.

  The contractor will submit a draft work plan for EA review and feedback; submit a draft power point for the kickoff meeting, again for review and feedback.

  The Contractor will hold a kickoff meeting, with input from and attendance by the EA, to provide an overview of the workplan and obtain input on the plan from CT Stakeholders, including United Illuminating and Eversource. The Contractor will review input from CT Stakeholders with the EA and incorporate agreed upon modifications into the final work plan.
The Contractor will submit a draft final work plan for EA approval and will finalize the work plan to include any comments from the EA.

Once the final work plan, budget and sample size are approved by the EA, Task 1 is complete.

- **Task 2: Research Development**
  Develop an overarching research plan detailing the research objectives and how each area will be explored including methods, target audience(s), etc. Develop a plan for surveys, in-depth interviews, qualitative and quantitative data collection. Develop a matrix that maps research questions that will be used to explore the issues of interest including to which programs the questions will apply and the intended disposition of the questions across the methods and survey populations. The plan should be presented in matrix format with a short narrative. The plan should be presented to the EA and EA comments incorporated into the final plan prior to survey development.

  o Contractor shall develop approaches to explore the most important questions relative to program processes and performance.
  o Develop approaches and methods for each population.
  o The contractor is responsible for verifying the design of survey, interview and other instruments against the submitted research plan and so certifying prior to submitting instruments for EA review.
  o Submit instruments and data collection tools for review by the EA
  o Include at least two rounds of review and revisions for each deliverable in this task.

- **Task 3: Research Implementation**
  o Research will be conducted for a sample of the groups of interest. Break out costs for planned surveys, interviews and focus groups separately in pricing, including a unit cost for surveying each study population.
  o Include in-depth review of documents and other data under this task

- **Task 4: Analysis**
  The analysis shall:

  o Synthesize findings and relate findings back to the key questions identified at the inception of the study.
  o Develop conclusions and recommendations regarding program processes, differences in services across territories (Utility and/or vendor), successes and opportunities for improvement from the research.
  o Identify areas that would benefit from additional research to inform future evaluation planning

- **Task 5: Final Report**
  o The study findings will be presented in a draft report for EA review. EA review may take two rounds. After EA review comments have been incorporated, findings will be presented in a webinar to the stakeholders and a report will be submitted for all stakeholders to review. All stakeholders will be given an opportunity to submit comments.
A meeting with the EA will be held to review the comments from the stakeholder meeting and written comments and agreed upon changes will be incorporated into a final draft report which will be reviewed by the EA and then finalized.

- **Task 6: Project Management**
  - Explicit tracking of data requests and status by utility
  - Timely monthly reporting on project progress to the EA
  - Bi-weekly check-ins with the EA
  - Bi-weekly updates to a project status tracker organized to indicate progress on key project activities.

**Preliminary Schedule**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant under contract</td>
<td>8 weeks after selection</td>
</tr>
<tr>
<td>Acquire data sets</td>
<td>2-3 months</td>
</tr>
<tr>
<td>Sample design</td>
<td>1-2 months</td>
</tr>
<tr>
<td>Work plan</td>
<td>Overlaps with data acquisition and sample design.  Allow 2-3 additional weeks.</td>
</tr>
<tr>
<td>Research Development</td>
<td>2 months</td>
</tr>
<tr>
<td>Research</td>
<td>3 months</td>
</tr>
<tr>
<td>Analysis</td>
<td>1 month</td>
</tr>
<tr>
<td>Report</td>
<td>1 month</td>
</tr>
</tbody>
</table>

It is expected that about one-third of the work will be conducted in 2019 and the remainder in 2020.

**Deliverables**

- Input meetings, kickoff meeting, work plan
- Data requests and documentation
- Sample design
- Research Plan
- Research instruments and data collection tools
- Raw data compiled in a useful format for the research/data collection effort
- Project status updates including research/survey disposition updates. Research updates will be provided weekly in a matrix identifying efforts and completions in each area. Provide an easy to understand snapshot summary of survey progress.
- Draft and final report
- Project data archiving
- Presentation or technical meeting
- Monthly project status updates
- Regular communication with EA and documentation of such meetings
Response Contents Specific to this Project

Please also reference the overarching proposal requirements in the RFP.

1. Clearly articulate proposed approach and any innovative or alternative approaches to assessing the non-SBEA program processes in CT.
2. Define the data sets that will be requested to undertake this project.
C1906 - Study to Develop and Apply Evaluation Methods for the Business Sustainability Challenge Initiative

Maximum Budget:

$265,000

Program Description

- The program of interest is the Business and Energy Sustainability (BES) program. This program seeks to integrate energy efficiency into day-to-day operations of C&I customers through services and innovative products. This study focuses on a specific initiative within the BES – Business Sustainability Challenge with includes approaches commonly referred to as Strategic Energy Management or BSC, as shown below in Figure 1.
- The program is described in the current CL&M Plan 2019-2021 CL&M Plan.

Figure 1 Business and Energy Sustainability Solution Diagram

![Business and Energy Sustainability Solution Diagram](image-url)
• Last studied: The BSC initiative is relatively new, and no process evaluation has been conducted. The recent BES Impact Evaluation, [CT BES Impact Evaluation](https://app.box.com/s/a3zemrx4zfh1b7qak1gkbmhz4qsx5h3l), did not include the BSC component as no savings are claimed for that component, though it did include impact results for the PRIME component, which had not previously been part of BSC. These results should be leveraged for this study.

• Documents pertaining to SEM: [https://app.box.com/s/a3zemrx4zfh1b7qak1gkbmhz4qsx5h3l](https://app.box.com/s/a3zemrx4zfh1b7qak1gkbmhz4qsx5h3l)

• Initiative background:
  - Participation is currently very light;
  - One reason for this is that the utilities do not currently claim savings, and thus have limited incentive to pursue BSC
  - The course of the project will depend on whether participation increases.

### Research Objectives and Researchable Questions

• The objective is to conduct research and develop methods that will:
  - Enable an impact evaluation of the BSC initiative after methods to claim saving have been established
  - Research and advise on program processes to support the utilities in documenting and claiming savings from the initiative
  - Identify initial assumptions for measure life and methods for updating such assumptions
  - Identify protocols and attribution methods for tracking Capital Improvement Measures identified through the BSC engagement, but implemented under other programs such as Energy Conservation Blueprint (ECB) or Energy Opportunities (EO), specifically establish the methods to quantify the uplift in participation in other caused by BSC.

• Conduct evaluation and research on barriers to claiming and evaluating savings for BSC.

• Researchable Questions
  - What analytical frameworks can program implementers use to calculate savings for BSC?
  - What models should evaluators use to evaluate savings for the BSC?
  - What data needs to be collected by utilities and customers to enable savings need to be claimed and evaluated?
  - What is the measure life for BSC improvements? Issues include – distinguishing between capital and non-capital effects, determining how the program should be credited for changes in business practices that may persist over time, determining what time period persistence of such practices occurs with direct program intervention, with regular utility support (non-program) and without utility engagement, and addressing overlapping effects from successive years of participation.
    - Define “engagement” parameters to be considered in determining measure life and persistence (i.e. what levels of engagement – full program implementation, utility engagement not specific to the program and minimal utility contact)
    - Relative to the period during which the customer is engaged in BSC with the utilities.
    - Relative to the period after utility funding for BSC is withdrawn and the practices instituted under the program remain.
    - When/how should baselines reset
• Are the program processes effective and how can they be improved?
• How can BSC get credit for the uplift from capital improvement projects that result from a customer’s BSC engagement that are claimed under other programs? In other words, if the BSC is in fact creating a pipeline for other programs, how can that pipeline be quantified and recognized as a benefit of BSC? (Note: for context, proposers may review Recommendation #8 from the recent BES Evaluation on the CTEEB Evaluation website).

Methods and Scope

This study is envisioned to be undertaken under a period of 2-3 years with three phases and a similar budget for each Phase. Each Phase of the study will be dependent on the prior phase and approval by the EA is required prior to moving onto any additional phases. The continuation of each phase shall be at the discretion of the EA.

Phase 1: Develop Evaluation Methods and Program Savings Recommendations

• Hold an in-person meeting with the BSC Stakeholders including Utility program implementers and evaluators, implementation contractor(s), EEB consultants and the EA to discuss the current state of the program, collect information on the barriers to claiming ex post savings for the BSC and obtain information to inform evaluation method development.
• Conduct literature review and interviews to identify an effective and cost-efficient method for calculating ex post estimates of BSC savings. Include in this effort an estimated cost per site to develop evaluation savings estimates (ex post) and the key data necessary to develop savings estimates.
  o Address known issues associated with SEM evaluation including, but not limited to:
    ▪ Proprietary customer production and per unit energy data to which neither utilities nor evaluators can have access
    ▪ Existence of robust models maintained by more sophisticated customers
    ▪ Measure persistence and savings variability over time
• Develop evaluation methods and program guidance for tracking, documenting and evaluating BSC savings
• Present the evaluation savings methods to the BSC Stakeholders in person.
• Publish a memo documenting finding, savings calculation methods, recommendations and criteria for program data collection and next steps.

Phase 2: Review and Advise on Program Processes and Procedures

• Identify the key issues that need to be addressed for the Utilities to claim savings for BSC projects through discussion with the BSC Stakeholders. One of the key issues is why the Utilities are not currently claiming savings for the BSC. Other issues to investigate include but are not limited to:
  o Customer data issues including proprietary key data and lack of documentation
  o Identification of what types of behavioral measures are being undertaken and their persistence
  o Differences in SEM approaches across vendors or utility territories
  o The BSC includes a gated process in which the participant completes individual steps. Determine the function and effectiveness of this process and identify opportunities for streamlining and/or improvements.
The BSC may use the cohort approach in which a group of businesses are recruited to participate together. Members of the cohort are typically from dissimilar industries. The cohort typically shares information and may conduct Kaizen events at each business site. Investigate the use of cohorts in CT and make recommendations regarding the effectiveness of the approach and recommendations for its application.

- Provide a memo documenting the planned approach and expected outcomes of the process investigation
- Obtain the necessary program data following EA/Utility protocols
- Develop a survey plan including a matrix documenting how survey questions will address/inform the key issues.
  - Provide draft surveys to the EA for review and approval
- Undertake surveys and data review
- Synthesize results through analysis. Reporting individual feedback as findings is not desired. Surveys shall be used to develop a picture of the whole situation through synthesis of individual responses by the evaluators
  - Provide a memo summarizing findings and providing an update on the status of utility savings claims for the BSC. Include recommendations regarding adjustments to the Phase 3 scope of work for consideration by the EA, the EEB, and the Utilities).

Phase 3: Preliminary Evaluation of BSC Savings Claims

This phase can only be undertaken if the Utilities begin to claim savings for the BSC at least one year prior to the Phase 3 study period. The Utilities do already claim savings for PRIME, and will continue to do so in 2019; it is not yet clear if they will claim savings for other parts of BSC/SEM.

- Develop a high-level impact evaluation plan
- Develop a data request and sample plan. A census sample is anticipated given that this is a low volume program. Assume a sample size of 20 customers. (Note: proposers should specify their per-case cost in the event there are fewer than 20 customers identified before by the end of 2020).
- Selecting the sample of BSC projects to be evaluated.
- Collect and review the data necessary to evaluate savings such as:
  - Facility documentation including pre-metering
  - Models
  - Conduct surveys and site visits
  - Program project status reports
- Estimate savings for BSC projects in the sample.
  - Consider both site specific engineering methods and whole facility billing analysis
- Identify any non-BSC energy efficiency projects completed on the site since BSC engagement and score the role of the BSC as a driving effect for those projects. Identify the estimated savings from those projects as part of this analysis.
- Estimate BSC program savings and realization rates and conduct exploratory statistical analyses for the sample.

Tasks

Phase 1 Tasks – Evaluation Method Development
**Task 1-1: Work Plan Development**

- The Contractor will work with the Evaluation Administrator (EA) to develop a more detailed study plan based on their proposal. The workplan shall focus on Phase 1 and include a high-level discussion of the scopes for Phases 2 and 3.

- Prepare a utility data request using the established EA/Utility protocols for current BSC participation data including supporting savings calculations. The evaluation contractor shall become familiar with the type of supporting data available for each project. One conference call per utility will be scheduled to ask questions about the programs and the ex-ante tracking data available.

- Provide the EA with a workplan memo describing the methods for Phase 1 in detail and clearly stating the expected outcomes of the study. Update the budget and schedule for all Phases.

- Hold a stakeholder meeting to review the preliminary study plan. Plan the agenda, facilitate the meeting to obtain input from all attendees as well as effective prioritization of issues and provide clear minutes for the meeting.

- EA will review, and the Contractor will revise, the work plan. The contractor will present the Phase 1 plan in a brief webinar to the Stakeholders and, based on input finalize the work plan.

**Task 1-2 Research and Development of Evaluation Methods**

- Conduct research including literature review, surveys, review of CT BSC participant project files, BSC participant site visits, etc. to develop a method for estimating evaluated savings for the BSC.

- Review program analysis methods to provide recommendations on differences in methods and recommendations regarding program (ex ante) savings methods best practices.

**Task 1-3 Document and Present BSC Evaluation Methods**

- Clearly document the recommended methods for estimating BSC savings including, but not limited to:
  - For ex ante savings:
    - Review of program practices and recommendations
    - Comparison of ex ante and recommended ex post methods
  - For Ex Post savings:
    - Input data required to enable savings evaluation
    - Modeling or other analysis method including equations and/or software
    - Data collection protocols for any on-site data collection, if necessary
    - Per site cost for implementing the methods

Present the evaluation savings methods to the BSC Stakeholders in person.

Publish a memo documenting the following:

- The evaluation methods findings
• Recommendations for program/customer data collection necessary to enable program savings to be claimed and evaluated
• Initial recommendations regarding measure life assumptions for the BSC
• Expected accuracy of estimates
• Potential issues with recommended methods/estimates
• Recommend next steps for the BSC evaluation (i.e. provide recommended adjustments to the Phase 2 & 3 scopes of work for consideration by the EA, the EEB, and the Utilities).

Phase 2 Tasks – BSC Process Evaluation

Task 2-1: Work Plan Development

• The Contractor will work with the Evaluation Administrator (EA) to update the workplan for Phase 2 and include a high-level discussion of the scope for Phase 3.

• Prepare a utility data request using the established EA/Utility protocols for current BSC participation data as needed to support the process evaluation. The evaluation contractor shall become familiar with the type of supporting data available for each project. One conference call per utility will be scheduled to ask questions about the programs and the ex-ante tracking data available.

• Hold a stakeholder meeting to obtain input on key process questions as described above. Plan the agenda, facilitate the meeting to obtain input from all attendees as well as effective prioritization of issues and provide clear minutes for the meeting.

• Provide the EA with a workplan memo describing the methods for Phase 2 in detail and clearly stating the expected outcomes of the study. Update the budget and schedule for all Phases.

Task 2-2: Research Development

• Develop a research plan detailing the research objectives and how research tools and methods will be used to explore the issues of interest. The plan should be presented in matrix format with a short narrative. The plan should be presented to the EA and EA comments incorporated into the final plan prior to survey/research tool development.

• Contractor shall develop research tools such as surveys, in-depth interviews, on sites, review of program documents, etc. to explore the most important questions relative to program processes and performance.

• Develop research approaches and instruments for each population to be surveyed.

• The contractor is responsible for verifying the research design against the submitted research plan and so certifying prior to submitting surveys for EA review.

• Submit research documents for review by the EA

• Include at least two rounds of review and revisions for each deliverable in this task.

Task 2-3: Research and Survey Implementation

• Surveys will be conducted for a sample of the groups of interest. Break out survey costs separately in pricing, including a unit cost for surveying each study population.
Task 2-4: Compile and Present Findings

- Compile survey and research results
- Synthesize findings and relate findings back to the key questions identified at the inception of the study.
- Develop conclusions and recommendations regarding program processes, differences in services across territories (Utility and/or vendor), successes and opportunities for improvement from the research.
- Identify areas that would benefit from additional research to inform future evaluation planning
- The study findings will be presented in a draft memo for EA review. EA review may take two rounds. After EA review comments have been incorporated, findings will be presented in a webinar to the stakeholders and a final memo will be submitted for all stakeholders to review. All stakeholders will be given an opportunity to submit comments. A meeting with the EA will be held to review the comments from the stakeholder meeting and written comments and agreed upon changes will be incorporated into a final draft report which will be reviewed by the EA and then finalized.
- The memo should include an update on the status of the program (current relative to the time the memo is published) regarding the claiming of savings for the BSC and recommendations regarding Phase 3.

Phase 3 Tasks – BSC Impact Evaluation

Task 3-1: Work Plan Development

- The Contractor will work with the Evaluation Administrator (EA) to update the workplan for Phase 3 if the utilities have adequate BSC savings claims (estimated to be a minimum of 8 customers) over the year prior to the inception of the impact study.
- Prepare a utility data request using the established EA/Utility protocols for current BSC participation data as needed to support the impact evaluation. One conference call per utility will be scheduled to ask questions about the programs and the ex-ante tracking data available.
- Develop a sample design which is assumed to be a census sample of projects with savings claimed. Include as an option in the project plan, including a recommendation regarding the value of this approach – investigation of sites that have BSC and no claimed savings. (i.e. potentially include in the evaluation sites with no reported BSC savings).

- Provide the EA with a workplan memo describing the methods for Phase 3 in detail and clearly stating the expected outcomes of the study. Update the budget and schedule for all Phases. Hold a brief webinar to inform the BSC Stakeholders about the evaluation.
- EA will have two reviews of the plan memo and a review of the presentation PPT.

Task 3-2: Develop Site Specific Savings Estimates

- Develop a data request for the program participant files including savings calculation details and consumption data. Execute and track the data request consistent with EA/Utility protocols. Experience has shown that these files can be challenging to obtain, and evaluators should budget and track time accordingly.
• Develop a single, standard M&V plan based on the Phase 1 methods. For each individual site, develop a one-page document that explicitly indicates the presence or lack of the necessary data for evaluation, the likely data sources and key data points to be obtained during the evaluation. These documents shall be provided as templates available for use in future BSC studies. EA review of these plans prior to site work and of tracking data for each site is a part of this study scope.
• Collect data and estimate savings for the sampled sites using the methods developed in Phase 1.
• Savings estimates shall be provided to the EA in an accessible format for review and comment.
• Include in the documentation: reasons for savings variations where the Utilities claimed savings and actual savings differed, assessment of project documentation and its impact on savings estimates.

Include identification of any capital measures and score the role of the BSC as a driving effect for those projects. **Task 3-3: Analysis**

• Estimate BSC program savings and realization rates and conduct exploratory statistical analyses for the sample.
• Estimate the uplift in other programs attributed to BSC.

**Task 3-4: Final Memo**

• The study findings will be presented in a draft memo for EA review. After EA review comments have been incorporated, findings will be presented in a webinar to the BSC stakeholders. A meeting with the EA will be held to review the comments from the stakeholder meeting and agreed upon changes will be incorporated into a final draft report which will be reviewed by the EA and then finalized.

**All Phases**

**Task A-1: Project Management**

• Timely monthly reporting on project progress to the EA
• Explicit tracking of data requests and status by utility
• Regular check-ins with the EA
• Reporting of activities as requested by the EA by phase to enable the EA to understand progress toward task completion.

**Preliminary Schedule**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>See overarching contracting schedule</td>
<td></td>
</tr>
<tr>
<td>Phase 1</td>
<td>8-10 months</td>
</tr>
<tr>
<td>Phase 2</td>
<td>8 – 10 months</td>
</tr>
<tr>
<td>Phase 3</td>
<td>10 – 12 months</td>
</tr>
</tbody>
</table>

It is expected that approximately 20% of the costs occur in 2019, and 40% each in 2020 and 2021.
Deliverables

Contractor shall clearly document deliverables by phase as described above in the proposal. Include deliverables required as part of the EM&V project process in your plans.

Proposal Requirements Specific to this project

- Review / recall the overarching proposal requirements in the RFP.
- Demonstrate knowledge of and experience with developing savings estimates and evaluation methods for non-capital approaches in the C&I sector such as Strategic Energy Management
APPENDIX A AND APPENDIX B - Contract Terms and Conditions
IN WITNESS, WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an authorized representative of Owner.

___________________________
Contractor

By:__________________________
Name: _________________________
Title: __________________________
Date: __________________________

Eversource Energy Service Company
Owner

By:__________________________
Name: June Wooding
Title: Category Lead
Date: __________________________
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.

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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;
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
20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor’s noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner’s requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT: In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

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

20.5

21. **SITE REQUIREMENTS.**

21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's and Customer's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's Contractor Resources shall work in harmony with all such other personnel, and in accordance with Owner's schedules.

21.3 Contractor represents that prior to commencing Work it has advised its Contractor Resources of Owner's and Customer's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner and Customer concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.

21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.

21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at the Contractor's expense.

22. **INCIDENTAL MATERIALS AND CONSUMABLES.**

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

23. **HAZARDOUS MATERIALS.**

23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all
Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 RESERVED.

23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.

23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. RESERVED

25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.
25.1 Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto, and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing.
requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2 Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Owner’s or Customer’s property that is placed under Contractor’s control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner’s requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner’s request, Contractor shall provide documentation, confirming Contractor’s compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner’s Site.

25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner’s property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner’s employees, Owner’s safety rules shall be applicable.

25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 “HAZARDOUS MATERIALS”, upon Owner request, Contractor shall furnish to Owner’s Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6 For any Work that takes place at Owner facilities, Contractor shall comply with Owner’s security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner’s security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.

25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8 RESERVED.

25.9 In the event that Owner personnel observe and/or determine that a portion of Contractor’s Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right, at Contractor’s expense, to correct or make arrangements for another contractor to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. If Owner has not yet paid for the Work, Owner may deduct the
costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner’s Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.

25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner’s Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.

25.11 Contractor shall have obtained criminal background checks and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work for Customers at Customer Sites. Contractor shall not assign Work to Contractor Resources that present a risk of injury to any individual or damage to or loss of property.

25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13 For any serious safety incident that (1) occurs during any work that is under Contractor’s supervision at any of Contractor’s work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

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

26.1 Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Customer, if performed at Customer’s Site, or Owner, if performed for Owner or at Owner’s Site, upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.

26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass to Customer if performed at Customer’s Site or Owner, if performed for Owner or at Owner’s Site, upon Acceptance of Work by Owner or Customer, as applicable.

26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor’s truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.

26.4 RESERVED.

26.5 Contractor shall deliver the equipment and materials purchased by Owner location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.
27. **CLEANUP.**
For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner, Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

28. **RESERVED.**

29. **RESERVED.**

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

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

31.1 Workers’ Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000.

31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident.

31.4 **RESERVED**

31.5 All policies contemplated in this Article 31 other than Workers’ Compensation shall be endorsed to include Owner, its affiliates and their respective directors, officers, employees, and agents (including the Owner's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. Upon Owner's request, such endorsement shall be extended to include Customers as additional insureds. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers.
The foregoing insurance policies, including Workers’ Compensation shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. All policies shall require thirty (30) days written notice to be given to Owner of cancellation, termination and/or material change in any policy.

31.6 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor’s insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates and additional insured endorsements shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.

31.7 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates, and shall not be deemed to limit Contractor’s liability under the Agreement.

31.8 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor’s warranty obligations

31.9 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31 regardless of the number of losses.

31.10 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

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

33. INFRINGEMENT OF PROPRIETARY RIGHTS.
33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for
Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

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

34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party’s trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire 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 COVERAGE REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE UTILITY, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY UTILITY TO CONTRACTOR UNDER THE CONTRACT OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE CONTRACT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

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

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST UTILITY FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR
CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE CONTRACT.

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

37. RIGHTS AND LIABILITIES OF PRINCIPALS.
All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

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

39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.
39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within fifteen (15) days after delivery of the notice, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within thirty (30) days after the initial notice, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

39.2 If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), of whom each party shall designate one in accordance with the "screened" appointment procedure.
provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner’s option, Hartford, Connecticut or Boston, Massachusetts.

39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney’s fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

40. **ADVERTISING.**

Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. **BINDING EFFECT; ASSIGNMENT.**

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner’s sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner’s prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

42. **WAIVERS.**

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.
43. **APPLICABLE LAW.**

43.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law provided that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

44. **NOTICES; DEMANDS.**

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the “Direct Inquiries” line on Owner’s Order at the address set forth thereon; or (b) with respect to each of the Owner’s Representative, Contractor or the Contractor’s Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. **RIGHT TO AUDIT.**

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

46. **DOCUMENT RETENTION.**

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

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

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

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

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

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

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

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

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

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

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

51. **NO GIFTS OR INDUCEMENTS.**

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

52. **MOONLIGHTING RESTRICTION.**

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

53. **CONFLICTS OF INTEREST.**

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

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

54. **RESERVED.**

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

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

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

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

RECITALS

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

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

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

§1. Certain Definitions.

(a) The term "Confidential Information" means

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

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

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

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

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

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

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

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

§2. Confidential Information Obligations

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

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

§3. Exclusions from Application.

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

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

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

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

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

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

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

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

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

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

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

§11. **Governing Law; Consent to Jurisdiction.** This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby
submits to the personal and subject matter jurisdiction of the courts of Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

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

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

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

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

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

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

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

To Eversource

Attn: June Wooding
247 Station Drive
Westwood, MA 02090
To Contractor:
Attn: “PLEASE PRINT YOUR DETAILS HERE (REFER TO PAGE 5)”

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

[Signatures are on following page.]
IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by authorized representatives of the Parties as of the date first above written.

______________________________  Eversource Energy Service Company
Contractor

By: ____________________________  By: ____________________________

Name: __________________________  Name:  June Wooding
Title: __________________________  Title:  Category Lead
Date: __________________________  Date: __________________________
Exhibit A

Information Security Addendum

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

1.0 DEFINITION

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

2.0 SECURITY

2.1 Contractor hereby agrees to comply with all federal and state laws and regulations applicable to Personal Information it receives from individuals or Eversource, including, without limitation, the Massachusetts Data Security Regulations, 201 CMR 17.00, as applicable.

2.2 Contractor agrees to: (a) implement and maintain appropriate physical, technical, and administrative security measures for the protection of Personal Information as required by any applicable law, including, without limitation, 201 CMR 17.00; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any Personal Information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by all applicable laws, including, without limitation, 201 CMR 17.00.

2.3 Contractor shall not, directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Eversource.
2.4 All records pertaining to the Personal Information, whether developed by the Eversource or others, are and shall remain the property of Eversource;

2.5 Contractor shall adopt, implement, and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Eversource and in compliance with all applicable statutory and regulatory requirements. Contractor shall have in place a written information security program ("WISP") consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "MA Security Regs") to govern the protection of all Personal Information. Contractor maintains on behalf of Eversource, and Contractor agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of the Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for Eversource’s review, at Eversource’s request, (a) Contractor’s WISP and (b) other applicable security program documents, including its incident response policies, encryption standards, and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Contractor shall provide Eversource with any amendments to such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy, or program.

2.6 Contractor shall notify Eversource immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Contractor shall promptly and in writing provide Eversource with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Eversource, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated. Contractor’s failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.

2.7 Contractor shall notify Eversource immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information and shall work with Eversource to mitigate such risk.

2.8 Contractor shall, from time to time during the term of the Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit Eversource or its representatives to perform audits of Contractor’s facilities, equipment, books, records (electronic or otherwise), operational systems, and such other audits as may be necessary to ensure: (a) Contractor’s compliance with this Addendum, (b) Contractor’s compliance with all applicable regulations and laws, and (c) Contractor’s financial and operational viability, including but not limited to Contractor’s internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall report security incidents to the Eversource. Contractor shall cooperate with and follow the instructions of Eversource in responding to any such incident related to Personal Information that was provided to Contractor by Eversource, or by Eversource employees, agents, or customers, hereunder. Contractor incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Eversource data and services, physical security breaches into facilities directly responsible for
supporting Eversource data and services, and other directed attacks on systems directly responsible for supporting Eversource data and services.

2.10 Contractor understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Eversource would suffer irreparable harm, for which damages would not be an adequate remedy, if Eversource’s Personal Information were improperly disclosed. Contractor therefore agrees that Eversource shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.

2.11 Contractor further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless Eversource and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Contractor or any party under its control including disclosures resulting from any security breach or encryption failure in the transmission of such Personal Information, regardless of whether caused by Contractor’s negligence, except to the extent caused by the sole negligence of Eversource. Further, Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Agreement and such insurance coverage shall apply to all services provided by Contractor or its agents or subcontractors. Contractor shall indemnify, hold harmless, and defend Eversource, its employees, agents, Representatives and subcontractors from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Contractor, its employees, agents, representatives or subcontractors, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

2.12 In the event that the Contractor fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Eversource shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys’ fees encountered by it in seeking any such remedy.

3.0 DATA SCRUBBING VERIFICATION

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

4.0 MISCELLANEOUS

4.1 The terms of this Addendum shall survive the termination of the Agreement.
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

2. PERSONNEL.

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

(b) The Utilities may, in their sole discretion, terminate the services of any Personnel for any reason (including no reason) at any time, in which event the Utilities shall have no further obligation with respect to such Personnel except to pay Contractor for the Services performed by such terminated Personnel prior to their termination.

(c) Contractor shall use all reasonable means to continue the employment or engagement, as the case may be, of the Personnel until the Services are completed. If either (i) Contractor terminates the employment of any Personnel performing the Services for any reason, or (ii) the Utilities terminate the services of any Personnel under Section 2(b) above, Contractor shall furnish the Utilities with Personnel at least as experienced as the Personnel they replace. The Utilities shall not be obligated to pay Contractor for the number of hours needed to train such replacement Personnel to perform the assigned work at a satisfactory level.

(d) Contractor shall not withdraw any Personnel from any assignment with the Utilities without UI’s prior written consent, which shall not be unreasonably withheld, unless any such Personnel are terminated from Contractor’s employment, or are unavailable due to sickness or Family and Medical Leave Act (29 U.S.C. § 2601 et seq.) issues.

(e) Contractor shall comply with and cause all Personnel and any and all Contractor subcontractors to comply with any and all applicable published rules, regulations and policies of the Utilities, including such matters as working hours, holidays, security measures and the UIL Holding Corporation Code of Business Conduct. In addition, Contractor shall (at its sole cost and expense) at all times comply with and cause its subcontractors to, at all times, comply with any and all the Utilities safety and security standards in effect from time to time, including but not limited to UI’s background screening requirements applicable to Contractor and its subcontractors in order to permit personnel of Contractor and/or subcontractor(s) (as the case may be) to perform the Services. Contractor agrees to execute any and all documents as may be required by the Utilities in connection with the Utilities’ safety and security standards (including but not limited to the UI’s background screening requirements as provided for in Exhibit C, attached hereto and incorporated herein by reference).

(f) In the performance of Services under this Agreement, Contractor, its Personnel and all subcontractors (and their personnel) shall not be under the influence of or in the possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Services is not affected by such).

3. **INDEPENDENT CONTRACTOR**

(a) Contractor is acting, in performance of this Agreement, as an independent contractor. Only those Personnel who are employees or bona fide subcontractors of Contractor for federal
tax purposes may provide services under this Agreement. Personnel supplied by Contractor hereunder are not employees or agents of Utilities and Contractor shall continue to be fully responsible for their acts. Contractor shall be solely responsible for the payment of compensation of the Personnel and any associated taxes assessed by any relevant taxing authority and the Contractor shall inform the Personnel that they are not entitled to any of the employee benefits of Utilities. Contractor shall be solely responsible for payment of worker’s compensation, disability benefits and unemployment insurance and for withholding and paying employment taxes for the Personnel. Contractor shall cause the Personnel to affirm in a manner as may be requested by UI from time to time that they are not employees of the Utilities for any purpose and that they shall not exercise any rights or seek any benefit accruing to employees of the Utilities. Contractor shall have no right, power or authority to create, and shall not represent to any person that it has any such power to create, any obligation, express or implied, on the Utilities’ behalf without the express prior written consent of UI.

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

4. PAYMENTS

(a) Contractor shall invoice UI for work actually performed under the Scope of Services at the rates specified in the Scope of Services. Invoicing shall be as provided for in the Scope of Services and shall be in arrears following delivery to and acceptance by the Utilities of deliverables as set forth in the Scope of Services. Each invoice submitted by Contractor to UI shall be accompanied by appropriate supporting documentation.

(b) UI, for itself or on behalf of the Utilities shall reimburse Contractor, in accordance with the Travel and Living Guidelines attached hereto as Exhibit D, for documented business expenses incurred with UI’s prior written approval and under the terms of the Scope of Services but only if reimbursement for such expenses is specifically authorized in advance and in writing by UI.

(c) UI, for itself or on behalf of the Utilities shall pay all undisputed invoices under the terms specified herein.

(d) The Utilities shall be obligated to pay only for actual Services rendered or expenses approved pursuant to this Agreement prior to the effective date of any termination under this Agreement or the Scope of Services, as applicable. In no event shall the Utilities be responsible for Contractor’s performance of additional services in addition to those provided for in the Scope of Services unless Contractor has received proper written approval by UI that specifically authorized the performance of such additional services, all as provided for herein.
(e) If UI, for itself or on behalf of any of the Utilities, in good faith, disputes any invoice, it may withhold payment of any disputed amounts until the resolution of such dispute.

(f) Contractor must provide UI with an invoice within sixty (60) days after the provision of Services. The Utilities will not be responsible for any payment to Contractor if an invoice is not received within such timeframe.

(g) In no event shall the Utilities be responsible for any payments to Contractor whatsoever for any Services to the extent payment for such Services would exceed the maximum payment amount provided for in any purchase order issued by UI, for itself or on behalf of the Utilities to Contractor in connection with this Agreement or Change Order issued by UI, for itself or on behalf of the Utilities to Contractor under this Agreement.

5. CONFIDENTIALITY

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

(b) Contractor shall hold the Confidential Information in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes other than the performance of this Agreement and the Scope of Services. Contractor may only disclose Confidential Information to such of its employees, agents and subcontractors to the extent that such employees, agents and subcontractors need to know such Confidential Information in connection with the performance of its obligations under this Agreement. Contractor shall (i) advise each of its employees, agents and subcontractors (and their
employees) who may be exposed to the Confidential Information, including the Personnel, of their obligation to keep such information confidential, and (ii) be liable for breach of this Section 5 by any of such employees, agents or subcontractors. In the event that the Utilities discloses CEII to Contractor or Contractor obtains any CEII from the Utilities in any manner, Contractor shall, in addition to its obligations set forth herein, fully comply with the provisions of Exhibit E hereto as well as any and all additional requirements and/or conditions the Utilities may have from time to time in connection with the release of CEII to third parties. In the event that the provisions contained in Exhibit E are inconsistent with the provisions of this Section 5, the most restrictive provisions shall apply.

(c) If Contractor is requested to disclose all or any part of any Confidential Information under a subpoena, or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, Contractor shall (i) immediately notify UI of the existence, terms and circumstances surrounding such request; (ii) consult with UI on the advisability of taking legally available steps to resist or narrow such request and cooperate with UI on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reliable assurance reasonably acceptable to UI that confidential treatment shall be accorded to such portion of the Confidential Information to be disclosed.

(d) Contractor shall (i) ensure the security and confidentiality of any Nonpublic Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Nonpublic Personal Information, (iii) protect against unauthorized access to or use of Nonpublic Personal Information that could result in substantial harm or inconvenience to the Utilities or any of its customers, (iv) ensure the proper disposal of Nonpublic Personal Information, (v) take appropriate action to address any incident of unauthorized access to Nonpublic Personal Information, and (vi) notify UI promptly upon, but no later than twenty (24) hours after, becoming aware of any incident of unauthorized access to Nonpublic Personal Information and as soon as possible after any other breach in Contractor’s security that materially affects the Utilities or the Utilities’ customers.

(e) The Parties acknowledge the transactions contemplated hereby are unique, and that a breach by Contractor or its Personnel, employees, agents or subcontractors (or their employees) of this Section 5 will result in irreparable injury to the Utilities for which monetary damages alone would not be an adequate remedy. If there is a breach or threatened breach by Contractor or its Personnel, employees, agents or subcontractors (or their employees) of its obligations contained in this Section 5, the Utilities shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any other appropriate relief in equity or law, including monetary damages.

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

(b) Except as otherwise described in Section 6(c), in no event will Contractor or the Utilities be liable to each other, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.

(c) Notwithstanding the foregoing, no limitation or exclusion of liability shall apply with respect to any claims based on (i) breach of the obligations contained in Section 5 (Confidentiality) of this Agreement, (ii) either Party’s gross negligence or willful misconduct in relation to the performance of the Services, or (iii) relating to Contractor’s indemnification obligations under Section 6 of this Agreement.

7. INSURANCE

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

**Worker’s Compensation**

As prescribed by statute or other jurisdiction in which work is to be performed.

**• 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. **WARRANTIES**

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

(b) Each and every deliverable contemplated by the Scope of Services: (i) shall conform to the specifications for same as set forth in the Scope of Services or as mutually agreed to in writing by UI and Contractor; (ii) shall meet the functional, performance and reliability requirements of UI described in the Scope of Services (and any Change Order, as applicable) and (iii) shall comply with such acceptance tests and standards established by the Utilities.

(c) Within the period of three (3) years after completion of the Services of all Work under the Agreement, if Utilities determines that any portion of the Services performed by or at the direction of Contractor fails to comply with the warranties set forth above, Contractor shall, at its sole cost and at Utilities’ option, (i) correctly re-perform such Services or correct the defect or error in the information, (ii) allow Utilities to take over the work and receive from Contractor reimbursement for such warranty work, and/or (iii) return to Utilities the charges paid by Utilities and attributed to such Services.

(d) Contractor shall obtain usual and customary warranties from subcontractors, which shall be obtained for the benefit of Contractor and Utilities. The existence and/or absence of any subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impart in any manner whatsoever Contractor’s obligation to Utilities hereunder.

(e) Utilities shall notify Contractor in writing of any breach of warranty. Utilities shall have the right to set-off against other amounts due Contractor herein or otherwise any amount owed by Contractor to Utilities. If any defect in Contractor’s work, including corrective work is latent and not discoverable by Vendor’s reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years. Any corrective work performed by Contractor pursuant to this provision shall be subject to the applicable warranty provisions, and the warranty period for such corrective work shall be the remained of the original warranty period plus an additional three (3) years.
10. REPRESENTATIONS.

Contractor represents to the Utilities that:

(a) Contractor and each of the Personnel has and shall have the right to enter into this Agreement and all necessary rights, authorizations, or licenses to provide the Services and perform its and their obligations under this Agreement, and its and their performance does not and will not violate the terms or provisions of any other agreement or contract to which Contractor or any of the Personnel is a party;

(b) Contractor shall not engage in any activity which may result in an unauthorized use of or loss of rights in the Proprietary Information;

(c) Contractor shall ensure that each of the Personnel comply with his or her obligations in connection with this Agreement and the Scope of Services;

(d) Contractor has and shall have obtained from each of the Personnel in writing all necessary rights, authorizations or licenses to perform Contractor’s obligations under Section 8;

(e)

11. TERM, TERMINATION AND SUSPENSION

(a) This Agreement shall commence on the Effective Date and shall continue in full force and effect until the date that the last Scope of Services expires or is terminated, unless sooner terminated as provided for herein (the “Term”). If this Agreement is terminated while any Scope of Services is still in effect, then such Scope of Services shall automatically terminate. UI may, for itself or on behalf of the Utilities, in its sole discretion, extend the term of any Scope of Services for additional one-month periods through the issuance to Contractor of a Change Order in the form of Exhibit B. The Scope of Services shall set forth the period of performance and the services, respectively, to be performed with respect to the Scope of Services.

(b) UI, for itself or on behalf of the Utilities may terminate this Agreement immediately by written notice to Contractor if Contractor has availed itself of, or been subjected to by any third party, (i) a proceeding in bankruptcy in which Contractor is the named debtor, (ii) an assignment by Contractor for the benefit of its creditors, (iii) the appointment of a receiver for Contractor, or (iv) any other proceeding involving insolvency or the protection of, or from, creditors, and same has not been discharged or terminated without any prejudice to Contractor’s rights or interests under this Agreement within sixty (60) days.

(c) Notwithstanding anything to the contrary contained in this Section 11, UI, for itself or on behalf of the Utilities may terminate this Agreement, and/or any Scope of Services, at any time for any or no reason by giving Contractor written notice of termination, and this Agreement, and/or the applicable Scope of Services, shall terminate on the effective date specified in such notice.
(d) Notwithstanding anything to the contrary contained in this Section 11, in the event that Contractor or the Utilities is in material breach of this Agreement or a Scope of Services, the other Party may terminate this Agreement, or the applicable Scope of Services, thirty (30) days after written notice of such breach is given to such other Party if the other Party fails to cure such breach within such thirty (30) day period, except if time is of the essence (as may be set forth in a Scope of Services), in which case UI, for itself or on behalf of the Utilities may terminate this Agreement or the applicable Scope of Services immediately without a cure period. Notwithstanding anything to the contrary contained in this Agreement, no payments shall be due from the Utilities to Contractor following the effective date of any termination by UI in accordance with this Section 11(d) unless such payments relate to Services provided prior to such effective date of termination.

(e) Following service of a notice pursuant to this Section 11 terminating this Agreement, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement and comply fully with its obligations hereunder and it shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of service of a termination notice pursuant to this Section 11 and the date of actual termination.

(f) Upon termination of this Agreement pursuant to this Section 11:

(i) **Contractor shall render an invoice in respect of any Services performed since the date of the last invoice issued under Section 4 and up to the termination date; and**

(ii) **The Utilities shall pay the undisputed amounts of such invoice under Section 4.**

(g) UI, for itself or on behalf of the Utilities may, in its sole discretion, immediately terminate this Agreement in the event that Contractor, its Personnel or any of its subcontractors and their personnel (i) is/are performing or alleged to be performing illegal activities during or in connection with the performance of Services, including but not limited to theft, fraud, hazardous driving, or the use of alcohol or illegal/controlled substances, (ii) is/are acting or have acted in an unprofessional manner to the Utilities’ customers and/or (iii) is/are acting or have been alleged to have acted in a manner that has or could reasonably be expected to harm persons or property or jeopardize/pose a threat to the safety of persons or property or to the reliability or operation of the Utilities’ electrical or gas systems.

(h) Termination shall be without prejudice to any rights or remedies either Party may have against the other in respect of any breach of the terms of this Agreement; provided, however, that except as otherwise required by Section 6, neither Party shall be liable for any claim for loss of profit, loss of contract or loss of revenue if either Party terminates this Agreement prior to any project completion date specified in the Scope of Services.

(i) UI, for itself or on behalf of the Utilities may at any time, for any reason (including no reason) immediately suspend Contractor’s performance of the Services by written or oral notice to Contractor or any of the Personnel. Following such suspension the Utilities may, in its sole discretion, permit Contractor to continue such performance at a later date or terminate this Agreement in accordance with this Section 11.
(j) Additional provisions, if any, related to performance goals and objectives in connection with the Services, including but not limited to, the Utilities’ right to take action, (including but not limited to terminating this Agreement, for Contractor’s failure to meet such performance goals and objectives), are provided for in the Scope of Services. Such provisions are in addition to and do not limit in any way the Utilities’ termination rights provided for in this Section 11.

12. TIMELINESS OF PERFORMANCE.

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

13. NO PROMOTION/NON-SOLICITATION.

Contractor agrees that it and its employees, subcontractors and agents, including the Personnel, shall not, without the prior written consent of UI in each instance, (a) use in advertising, publicity or otherwise (i) the name of the Utilities or its Affiliates, or any of their managing directors, partners, officers, employees, representatives or agents or (ii) any trade name, trademark, trade device, service mark, symbol or any abbreviation, contration or simulation thereof owned by the Utilities or its Affiliates, or (b) represent, directly or indirectly, that any product or any service provided by Contractor is approved or endorsed by the Utilities, its Affiliates or any persons listed in Section 13(a)(i) above. Contractor agrees that it will not without the prior written consent of UI directly or indirectly solicit for employment or hire any employee of the Utilities or any of its subsidiaries or Affiliates with whom it has had contact or who became known to it in connection with this Agreement.

14. NOTICES.

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

**CONTRACTOR**

**ADDRESS**

If to the Utilities:

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

With a copy to:  
UIL Holdings Corporation  
180 Marsh Hill Road  
Orange, Connecticut 06477  
Attention: Legal

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

15. **INSPECTION OF BOOKS.**

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

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

(a) Contractor shall comply with all federal, state, county, and local laws, ordinances, regulations, rules and codes applicable to Contractor in connection with the performance of its obligations under this Agreement including, without limitation, (i) the Fair Labor Standards Act, including any regulations or administrative orders thereto; and (ii) the Occupational Safety and Health Act, including any regulations or administrative orders thereto.

(b) Contractor agrees to cooperate fully with the Utilities and to provide any assistance necessary in connection with any investigation of any illegal or fraudulent activities or similar situations which may involve Contractor, its employees, subcontractors or agents, including the Personnel.
(c) Contractor shall ensure that the Utilities’ premises and the premises of any of the Utilities’ customers are kept free from liens or claims of liens of suppliers, subcontractors, laborers or materialmen as payments are made under this Agreement. Contractor shall, at its sole cost and expense, caused to be dissolved by bond or otherwise any lien recorded or filed by any of Contractor’s suppliers, subcontractors, laborers or materialmen with respect to the Utilities’ premises and/or the premises of any of the Utilities’ customers.

17. DISPUTE RESOLUTION

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

(b) Mediation. Mediation shall be in accordance with the most current applicable rules for mediation promulgated by the American Arbitration Association (“AAA”). The mediation proceedings shall be held in New Haven, Connecticut or such other location mutually acceptable to the Parties, and each Party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of AAA. Such mediation will be held within sixty (60) days of submission to AAA.

(c) Litigation. If the dispute cannot be resolved by mediation within ninety (90) days of submission to mediation, then the Parties may proceed to litigation, in accordance with Section 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 11.

(e) Injunctive Relief; Statute of Limitations. The provisions of this Section 17 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, judicial or other proceedings either to (1) seek injunctive relief or (2) avoid the expiration of any applicable legal or contractual limitations period.

18. GENERAL

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

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Neither Party shall assign, sub-license, sub-contract, charge or otherwise encumber any of its rights or obligations under its Agreement without the prior written consent of the other Party except that the Utilities may assign this Agreement (i) to any Affil iate of the Utilities or (ii) to any entity which succeeds to all or substantially all of the Utilities’ assets or business. The entry by Contractor into a subcontract upon receipt of such consent from UI shall not relieve Contractor of its obligations under this Agreement. The terms and conditions of any subcontract shall conform to the provisions of this Agreement.

(c) If one or more of the provisions of this Agreement and/or the documents incorporated herein by reference is determined to be invalid, illegal or unenforceable in any respect, such provisions shall be reformed to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such reformation is possible, then such provisions shall be deemed omitted and the balance of the Agreement shall be valid and enforceable.

(d) The failure by either UI or Contractor to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of its rights under this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms of this Agreement.

(e) This Agreement and all matters relating to or arising under this Agreement shall be governed in all respects by the laws of the State of Connecticut, without giving effect to principles of conflicts of law, and any litigation arising out of or connected in any way with this Agreement shall take place in a State or Federal court of competent jurisdiction in New Haven, Connecticut. UI, for itself and on behalf of the Utilities and Contractor each irrevocably waives and releases, to the fullest extent permitted by law (i) any objection to the venue of any such proceeding brought in such a court, and (ii) any claim that any such proceeding brought in such court has been brought in an inconvenient forum. In addition to the foregoing, the Parties hereby waive their rights to claim a trial by jury with respect to any action arising under this Agreement.
(f) The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

(g) All requirements, terms, conditions, and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement.

(h) UI and Contractor specifically acknowledge and agree that it is their intention (i) that all of the products and/or services contemplated by this Agreement be made available to the Affiliates of the Utilities, (ii) that the Affiliates of the Utilities may acquire Services from Contractor by entering into a Scope of Services with Contractor on the same terms and conditions as this Agreement, and (iii) that Affiliates of the Utilities are third party beneficiaries entitled to enforce the terms and conditions of this Agreement. For the purposes of this Agreement, “Affiliate” shall mean an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party, where control is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

(i) Contractor acknowledges and agrees that the Public Utilities Regulatory Authority (“PURA”), or its successor, may inspect or audit the Utilities in connection with any matter relating to the provision of the Services performed by Contractor or its subcontractor(s) (as applicable) and/or request any and all information, documentation related to the same (including but not limited to the provision of this Agreement). In the event that the Utilities deem it necessary or advisable to provide to PURA Confidential Information of Contractor, which information has been clearly identified as Confidential Information by Contractor upon the Utilities’ receipt of such material, such Confidential Information shall be provided to PURA by the Utilities pursuant to a Motion for Protective Order or Confidential Treatment (as the case may be). UI and Contractor acknowledge and agree that whether such information is accorded full, limited or no protection from public disclosure will be determined by PURA.

(j) Contractor acknowledges and agrees that the Utilities, in their sole discretion and without notice to Contractor may share any information relating to this Agreement, including but not limited to information relating to the Services performed by Contractor or any Subcontractor under this Agreement, with the Energy Efficiency Board, PURA, the Department of Energy and Environmental Protection, and any other entities the Utilities determine is necessary to achieve the highest level of Services on behalf of its Customers. Contractor further acknowledges and specifically agrees that information relating to the services provided by Contractor or any Subcontractor under this Agreement is not Confidential Information.

(k) This Agreement, the attached Exhibits and any Scope of Services supersede all prior agreements and understanding between the Parties for performance of the Services, and constitute the complete agreement and understanding between the Parties unless modified in writing, signed by both Parties. This Agreement may be executed and delivered by
facsimile or other electronic means and in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the Parties.

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

CONTRACTOR:

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

By: ____________________________
Name: __________________________
Title: ____________________________

By: ____________________________
Name: __________________________
Title: ____________________________

Date: ____________________________

Controls Group

By: ____________________________
Name: __________________________
Title: ____________________________

Date: ____________________________
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**Description of Proposed Change**

(Attach additional pages as required.)

**Impact Analysis**

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**Response**

The Receiving Party:____ accepts this Services Change Proposal and desires to proceed with the Services as changed.

_____ wishes to negotiate this Services Change Proposal.

_____ rejects this Services Change Proposal.

This Change Order, when executed and delivered, forms part of the Professional Services Agreement entered into between the Contractor and The United Illuminating Company, for itself or on behalf of the Utilities on the _____ th of ________ 20___.

This Change Order, when executed and delivered, amends the terms and conditions of the Agreement and/or Scope of Services pursuant to its terms. Unless otherwise set forth in the Change Order, in the event of a conflict between the term and conditions of the Agreement and the terms and conditions of this Change Order, the terms and conditions of the Change Order shall prevail.
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**CHANGE ORDER**
BACKGROUND SCREENING

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

The Program consists of the following

1. A personal background check of employees of Contractor who perform services on Utilities’ property or in Utilities’ service territories

2. Safety awareness training, as necessary

3. Authorized access credentials (i.e., a photo identification badge for Contractor’s employees)

The Program applies to the following:

1. Employees of Contractor who perform services on Utilities’ property or in Utilities’ service territories.

2. Employees of Contractor who have access to Utilities’ customer information, customer homes, or Utilities’ tracking system

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

- Each Contractor must execute the attached document in which it agrees to comply with the requirements of the Program.

- Contractor must register its company with the “UtilitySAFE program” that is administered by e-verifile. The web address is www.utilitysafe.com. In addition, Contractor will contract directly with e-verifile so that e-verifile can perform the required screenings, etc. Contractor will be solely responsible for paying e-verifile for these services.

- Contractor must secure background consent forms from each of its employees to whom the Program is applicable as stated above. Only those employees of Contractor who comply with Utilities’ requirements under the Program will be allowed to provide services to Utilities or its customers under Utilities’ agreement(s) with the applicable Contractor.
• Contractor will submit necessary employee information to e-verifile via the website noted above.

• Electronic photographs of Contractor’s employees who will be performing the applicable services must be submitted to e-verifile. Such employees will then complete the on-line training safety awareness program on the website, if applicable.

• Upon the successful completion by Contractor’s employee of the training program, a background screening investigation is initiated.

• If the background screening investigation meets the required criteria, a photo identification badge will be provided by e-verifile to Utilities for distribution to the Contractor’s employee.

• Such employee must wear the approved identification badge at all times and will not be allowed to work on Utilities’ property, in Utilities’ service territory or at Utilities’ customer homes, or have access to customer information or access to Utilities’ system without the e-verifile issued identification badge. If an employee of Contractor is performing any of the services stated above and does not have the approved identification badge, the Contractor’s employee will be required to leave the premises, if applicable, and abandon all work until the approved identification badge is obtained.

• Employees leaving the employment of a Contractor must surrender the identification badge to the Contractor. It is the Contractor’s responsibility to provide notification to the Utilities of the employee’s departure within 24 hours of the departure.

• Contractor must ensure that all employees, including employees of subcontractors, comply with all of the requirements of the Program.

• Subcontractors performing work for Contractors that meet the applicability criteria of the Program must either 1) use the UtilitySAFE e-verifile process to obtain background checks for applicable employees, or 2) provide written documentation and proof that another background check, satisfactory to Utilities, in their sole discretion, has been performed by or for the Subcontractor.

• Background screening annual renewals are a requirement of the Program. Failure to meet this requirement may result in termination of this contract.

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

If you have any questions regarding the UTILITYSAFE.com services, please contact e-verifile through its website at www.utilitysafe.com at 770-859-9899 option # 1.
**Contractor Acknowledgement of an Agreement to Comply with**

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

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

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

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

Contractor shall defend with counsel reasonably acceptable to Utility, indemnify and hold Utility, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents (collectively, the “**Indemnified Parties**”) harmless from and against any and all suits, claims, and proceedings by third parties (including but not limited to the Third Party Entity or Contractor employees) resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys’ fees (collectively “**Losses**”), which arise out of (i)
any breach by Contractor (or its employees, as applicable) of its representations and/or obligations contained herein, (ii) any breach by Contractor under its agreement with the Third Party Entity, (iii) any failure by Contractor to abide by any and all applicable laws, rules and regulations in connection with the background screening of its employees as contemplated herein, including but not limited to FCRA, (iv) any employment decision, or potential employment decision, made by Contractor (including, but not limited to employment decisions regarding the potential employment of, employment of, or termination of the employment of an employee, or potential employee, as the case may be, of Contractor), (iv) any personal injury or property damage resulting from an act, omission or negligence of its employees providing services to Utility, (v) any claim, action or proceeding commenced against any of the Indemnified Parties alleging that Contractor’s employees are employees of Utility, its affiliates or assignees for any purpose, and (vi) any claim, action or proceeding commenced against any of the Indemnified Parties by any Contractor employee in connection with or as a result of Contractor’s participation in and compliance with Utility’s safety and security requirements and background screening program.

**Contractor:**

___________________________________________

**Name:**

___________________________________________

**Signature:**

___________________________________________

**Date:**

___________________________________________
TRAVEL AND LIVING GUIDELINES

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

1. Allowable travel and living expenses are limited to air fare, meals and hotel accommodations, and rental car or taxi fare. Reimbursement for such expenses is limited as follows:

   a. Air fare reimbursement with respect to any flight shall not exceed reasonable and customary rates for a “coach” class ticket. Under special circumstances, and only if approved in advance, and at UI’s sole discretion, UI may authorize “business” class.

   b. Contractor shall be reimbursed up to $40.00 (US) (per day) per applicable Personnel for meals and incidentals. (no alcoholic beverages)

   c. Lodging will be reimbursed based on preferred rates at hotels at which there is a UI preferred rate. Contractor must mention UI at time of booking to receive preferred rate. If Contractor does not obtain the preferred rate, Contractor is responsible for the difference between the preferred rate and the charged rate.

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

   d. Rental vehicle charges will be reimbursed at reasonable and customary rates for vehicle size no greater than “intermediate.”

   e. Contractor shall provide copies of receipts for all expenditures with expense invoices before reimbursement will be made by company.
Critical Energy Infrastructure Information

A. For purposes of these provisions, the term “Recipient” means someone who is approved to receive CEII in accordance with the provisions of this Exhibit E (the “Provisions”) and the provisions of the New England Participating Transmission Owner Procedure for Disclosure of CEII (the “Procedure”), posted on the Open Access Same Time Infrastructure Systems (“OASIS”).

B. Contractor may only discuss CEII with another Recipient of the identical CEII. Contractor may check with UI to determine whether another individual is a Recipient of the identical CEII.

C. If Contractor submits information to the Federal Energy Regulatory Commission (“FERC” or “Commission”) that includes CEII obtained under these Provisions, portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.112(b).

D. Contractor may use CEII as foundation for advice provided to others but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

E. Contractor will not knowingly use CEII for an illegal or non-legitimate purpose.

F. All CEII shall be maintained by Contractor in a secure place. Access to these materials shall be limited to other Recipients of the identical material. Contractor may make copies of CEII, but such copies become CEII and subject to these same procedures. Contractor may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

G. Contractor must return the CEII to UI, or destroy CEII within fifteen days of a written request by UI to do so, except that CEII notes may be retained in accordance with Paragraph F above. Within such time period, Contractor, if requested to do so, shall also submit to UI an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or maintained by Contractor in accordance with Paragraph F.

H. Contractor remains bound by these Provisions unless UI or the FERC rescinds the Procedure and these Provisions, or a court of competent jurisdiction finds that the information does not qualify as CEII.

I. UI may request that FERC audit Contractor’s compliance with these Provisions.

J. All violations of these Provisions will be reported to the FERC, and the FERC will determine whether to take action.