

## **MASTER SERVICES PROCUREMENT AGREEMENT**

**THIS MASTER SERVICES PROCUREMENT AGREEMENT** is made this 3<sup>rd</sup> day of June 2014 by and between **IBERDROLA USA MANAGEMENT CORPORATION**, a Delaware Corporation, with offices located at 89 East Avenue, Rochester, New York 14649 (hereinafter, "IUMC") and [REDACTED] with offices located at 1200 Landmark Center, Suite 1300, Omaha, Nebraska 68102 (hereinafter, "Supplier" or "Vendor"). IUMC and Supplier may be referred to individually as a "Party" and collectively as the "Parties."

### **WITNESSETH:**

**WHEREAS**, IUMC is authorized to assist the utility operating company subsidiaries of Iberdrola USA identified in Schedule A, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in Schedule B, attached hereto and made part hereof (the "Services"); and

**WHEREAS**, the Supplier states that it is an established and well-known provider of the Services possessing the skills, qualifications, and experience necessary to perform and manage such Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and that it has successfully performed similar services for other customers and is willing to provide the Services to the utility operating company subsidiaries of Iberdrola USA in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, in reliance upon such statements and following its review of Supplier's proposal and negotiation of business terms, IUMC has selected the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Supplier and IUMC hereby agree as follows:

### **1. DEFINITIONS**

As used in this Agreement:

- (a) "Affiliate" shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term "Control" and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) "Company" shall mean the Affiliates of IUMC specified in Schedule A, attached hereto and made part hereof.

- (c) "RFP" shall mean a request for proposal for the Services which shall include a reasonably detailed description of the Services required by the Company(ies).
- (d) "Services" shall mean the services described in Schedule B, attached hereto and made part hereof.
- (e) "Terms and Conditions" shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, the form of which is set forth in Schedule C, attached hereto and made part hereof.
- (f) "Purchase Order" shall mean a purchase order issued by IUMC or a Company in accordance with this Master Agreement.
- (g) The "Effective Date" shall mean June 3<sup>rd</sup>, 2014.
- (h) "Term" shall mean the term of this Master Agreement, as extended or terminated early in accordance with this Master Agreement.
- (i) "Small Business Concern" as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.

## **2. PROCESS FOR AWARDING SERVICES**

**2.1** IUMC agrees that, upon a request made to IUMC by a Company for assistance in procuring Services, IUMC shall, on its own or with the assistance of the Company(ies) requiring the Services, take either of the steps delineated in subsections (a) or (b) toward procuring Services from the Supplier:

(a) Issuance of Purchase Order. IUMC or the Company(ies) requesting the Services shall issue to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in Schedule B, (ii) the Terms and Conditions set forth in Schedule C, and (iii) and the pricing terms set forth in Schedule D. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

OR

(b) Issuance of an RFP. (i) IUMC or the Company(ies) requesting the Services shall issue an RFP to the Supplier. Within the time period specified in

the RFP, Supplier shall issue a written proposal to IUMC, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which Supplier warrants will be calculated in accordance with the pricing terms set forth in Schedule D, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, IUMC and/or the Company(ies) shall review the Supplier's proposal. If IUMC and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, the Company shall forward duplicate original Purchase Orders for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal) to the Supplier at the address specified in Section 6.1, below. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

**2.2** (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, IUMC makes no representation or warranty that IUMC or any Company(ies) will issue any Purchase Orders or RFP's, or any minimum dollar volume of Purchase Orders or RFP's, during the Term of this Master Agreement. IUMC or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms therein.

(b) Supplier acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Article 2 by IUMC or any Company shall not constitute an offer by IUMC or any Company to purchase Services, and that an enforceable agreement for Services shall result only when an authorized Purchase Order for such Services, processed in accordance with this Article 2, is issued to Supplier by IUMC or a Company and accepted by the Supplier.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by IUMC or a Company and accepted constitutes a separate and distinct contract for the particular Services set forth in the Purchase Order and shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) The Terms and Conditions attached hereto as Schedule C, as they may be amended or modified for the particular Purchase Order;

- (iii) The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (iv) This Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), and (iv), above.

### **3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS**

- 3.1** (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in Schedule D will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and/or (ii) any Purchase Orders pursuant to this Master Agreement.
- (b) Supplier agrees that the pricing terms set forth in Schedule D shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule.
- 3.2** (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in Schedule D that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by IUMC or any Company(ies) during the relevant time period.
- (b) Within thirty (30)-days following each anniversary of the Effective Date of this Master Agreement, Supplier shall forward to IUMC a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Purchase Orders for Services executed by the Company(ies) with the Supplier during the preceding calendar year. IUMC shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within thirty (30)-days of their receipt thereof. Supplier shall pay to IUMC the undisputed portion of any rebates or refunds due the Company(ies) under executed Purchase Orders for Services within five (5) business days following the earlier of: (i) Supplier's receipt of the comments of IUMC and Company(ies), and (ii) the thirty (30) day period referenced in the immediately preceding sentence.



#### **4. NO GUARANTY; HOLD HARMLESS**

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Master Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither IUMC nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;
- (b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;
- (c) Supplier covenants not to sue IUMC or any other Company(ies), for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (d) Supplier shall hold IUMC and the other Company(ies) and their respective employees, agents, officers, shareholders, and directors harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Company(ies) and its employees, agents, or representatives pursuant to such Purchase Order.

#### **5. TERM**

**5.1** This Master Agreement shall remain in effect until terminated according to section 5.2 below.

**5.2** (a) IUMC may terminate this Master Agreement at any time and for any or no reason upon thirty (30) days' prior written notice. Upon the effective date of termination specified in IUMC's termination notice: (i) all RFP's, proposals, and Purchase Order for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFP's, proposals, and/or Purchase Orders, and (ii) this Master Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders for which Supplier has already begun to provide Services. IUMC shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFP's, proposals, or Purchase Orders that are in process but for which provision of Services has not begun upon the effective date of termination of this Master Agreement by IUMC.

(b) Termination of this Master Agreement by IUMC shall not effect, or result in, termination of any Purchase Orders issued by IUMC or a Company and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in IUMC's termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Company pursuant to the terms and conditions of such Purchase Orders.


## **6. GENERAL**

- 6.1** Notices. All notices, requests, demands, and determinations under this Master Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in Schedule F. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.
- 6.2** Governing Law. This Master Agreement and performance under it shall be governed by and construed in accordance with the laws of State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York.
- 6.3** Binding Nature and Assignment. This Master Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except that IUMC may assign this Master Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.
- 6.4** Entire Agreement: Amendment. This Master Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Master Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

- 6.5 Counterparts. This Master Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.
- 6.6 Headings. The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 6.7 Relationship of Parties. Supplier is not an agent of IUMC and has no authority to represent the IUMC as to any matters, except as expressly authorized in this Master Agreement.

IN WITNESS WHEREOF, IUMC and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

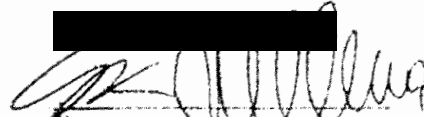
IUMC

  
Signature

Kevin E. Walker  
Print Name

COO  
Title

6-5-14  
Date

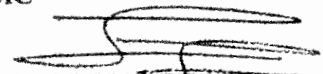
  
Signature

Sam K. Belbina  
Print Name

President  
Title

June 3, 2014  
Date

IUMC

  
Signature

José Maria Torres  
Print Name

CFO  
Title

6/5/14  
Date

#### SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Contractor Safety Requirements
- Schedule I: Data Security Rider
- Schedule J: Background Check Rule

IN WITNESS WHEREOF, IUMC and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

IUMC

Kevin E. Walker  
Signature

Kevin E. Walker  
Print Name

COO  
Title

6-5-14  
Date

Sam K. Belbina  
Signature

Sam K. Belbina  
Print Name

President  
Title

June 3, 2014  
Date

IUMC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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- Schedule A: Companies
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**SCHEDULE A**

**Companies**

Central Maine Power Company  
Augusta General Office  
83 Edison Drive, Augusta, Maine 04336

New York State Electric & Gas Corporation  
18 Link Dr  
Binghamton, NY 13904

Rochester Gas and Electric Corporation  
89 East Avenue  
Rochester, New York 14649

## **SCHEDULE B**

### **Services, Warranty, Deliverables, and Vendor Requirements**

#### **INTRODUCTION**

The purpose of this SOW document is to define service work expectations with [REDACTED] and the call in processes used to maintain the Iberdrola USA security system.

This schedule will set expectations for response times based on locations criteria, i.e. CIP Locations or Non CIP Locations. This document will provide call in phone numbers and contact information. This schedule will provide the total locations that have a Iberdrola Security System Installed. (card access & video)

#### **1.1 Change Management**

[REDACTED] or Iberdrola Security may introduce changes or improvements in the scope of this service agreement. Changes must be submitted, reviewed and mutually approved in written form by both parties. The Iberdrola Technical Security Manager will document the requested change and its effect on the service agreement by completing an Iberdrola Change Request form. Both [REDACTED] and Iberdrola Technical Security Manager must sign the Change Request form to effect change. Changes may impact pricing and/or the service level schedules.

#### **SCOPE**

This section summarizes the high-level service scope based on current and future security systems in place.

#### **2.1. Project Overview**

A Full Service Agreement will be approved to maintain the access control and surveillance security systems at Iberdrola USA substations, Hydro locations and facilities. The purpose for the Service Agreement is to meet NERC CIP maintenance requirements and to maintain the security systems in the following areas.

Satisfy the Iberdrola Global Security directive to maintain physical security and surveillance across Iberdrola USA at approved locations

Meet NERC CIP requirements for physical security at facilities and substations

Meet MAPSPA (Management Action Plan to Safe Guard Physical Assets) regulatory agreement for physical security at facilities and substations

Meet FERC DHS regulatory recommendations for physical security at facilities and substations

Keep the current Iberdrola USA systems in line with the Iberdrola world wide security system design and maintain a working system with yearly SAT testing at all Locations.

██████████ is the system integrator who offers the following solutions:

AMAG Symmetry Software version 7: Provides card reader access control.

Milestone XProtect: Collects camera feeds and stores video.

Agent VI VI-System: Provides video analytics and video Alarms.

Activu Visualization System: Provides the video wall viewing platform.

FLIR Sensor Manager: Provides thermal imaging for enhanced security and provides thermal imaging data logging for enhanced NERC CIP substation reliability.

## 2.2. Service Contract Deliverables

Iberdrola security will require ██████████ to provide on-going support and maintenance for all security equipment from the camera to the SOC head end.

Follow Iberdrola USA process and procedures to perform the following duties located on-site at IUSA facilities, i.e.: Maine and New York.

Receive and handle hardware.

Assemble hardware, replace or fix in place.

Configure hardware

Repair or replace the security equipment and other system software and apply patches

Repair required software

Support inspection, quality control and sign off processes for yearly system acceptance testing (SAT).  
(access and Video)

Physically transporting the repair equipment to the site per the requested timeline

Make any and all repairs needed to maintain the access system & Video system.

Perform functionality checks with Iberdrola SOC after all repairs to insure a working system.

Support inspection, quality control and sign off processes for SAT.

Destruction or clearing of electronic devices when replaced to NERC CIP standards.

Operational cataloging/procedures: Documentation.

Call in document

Incident response

Maintenance

Upgrades if only repair available

Requests are documented and saved for three years under NERC CIP (proof of service calls)

## 2.3 Service Level Requirements:

Provide 24 hour call in number.

Respond to IUSA within 1 hour from the initial contact for service to acknowledge receipt of the request.

Perform problem determination and resolution:

In 24 hrs or next business day for NERC CIP and FERC locations

In 72 Hrs for non NERC

Provide immediate support and resolution for emergency situations, for example: Homeland Security related incidents. The priority for emergency service will be provided upon responding to the requested service. The emergency priority can only be requested or elevated by the Manager of Security Technical Services or the Manager of Security Operations or appointed staff



## 2.4 Locations:

A table containing a list of locations and type where systems are currently installed can be found in the Appendix 1.

## 2.5 Roles & Responsibilities:

Task Description	Performed by Iberdrola Security	Performed by [REDACTED] [REDACTED] [REDACTED]	Notes
Receive and handle security hardware		X	Servers, switches and routers may be purchased by Security or IT.
Assemble hardware		X	
Configure hardware		X	
Repair to the current security access and video system (s) and other system misc. security components needed to maintain a working system.		X	
Install replacement cameras.		X	
Support inspection, quality control and sign off processes for service calls.		X	
Physically transporting the equipment to the site per the service call timeline based on location rating...i.e. CIP, NON CIP.		X	
Repair cables the connectors		X	
Support inspection, quality control and sign off processes for all service work		X	
Work with Iberdrola Security for setting up service calls at CIP locations, I.e. scheduling TCR (change management and physical escorts to physically access CIP locations.	X	X	
Create TCR to make changes to servers or cameras/encoders in the Iberdrola production system.	X		
Configuration Management for Milestone and AMAG and AgentVI to maintain the system.	X	X	Server ADMIN is Iberdrola IT
Monitoring health and availability	X	X	
Document asset information for physical inventory, i.e.: asset tag and server label of identification and document model/make/serial.	X	X	

Task Description	Performed by Iberdrola Security	Performed by [REDACTED]	Notes
Any repair work that will touch a switch or router (camera replacement) Obtain approvals prior to work I.e. Security and IT.	X	X	Team
Provide incident response within service levels.		X	See attached
Update and maintain tracking system per incident. Service ticket log kept for 3 years		X	
Provide monthly incident reports.		X	To Security

## ASSUMPTIONS

These assumptions will be refined and validated during formal requirements gathering.

Any documentation developed on behalf of Iberdrola Security will be owned by Iberdrola Security. The vendor is required to have Non-Disclosure Agreement signed. Resources will be required to have a 7-year criminal history background check, complete NERC CIP training and complete High Voltage Substation training.

The vendor must provide information to Iberdrola Security to provide access to the necessary systems. Including escorts provided by Iberdrola USA.

The vendor must communicate termination and/or transfer of personnel assigned to support Iberdrola Security.

The vendor is expected to meet deliverables per the requested schedule per service call.

The vendor is required to provide a central point of contact who will administer the engagement and resources.

The vendor is expected to provide a process to take incident calls 24x7, to respond/resolve the incident and to report the status.

The vendor is expected to meet the same service level agreements required by the business.

The vendor is an assignee of the warranty entitlement. The vendor will coordinate and support the security equipment warranty response.

The vendor will be utilized at any time if resources are required to be dispatched to a site. Iberdrola Security will govern the configuration and changes on the systems. The vendor will have restricted access rights and control within the scope of the services.

The vendor is responsible for supporting the video applications and video dependent software, for example: Agent VI, Milestone, SQL Express, etc.

Security & the vendor will provide a SAT checklist to support inspection, quality control and sign off processes for SAT once a year.

## Service Contacts

Service Contacts	Contact	Primary Number
Network Operations Call Center: (NOCC)	N/A	1-888-637-2344
Construction Manager	Sam Lentine	1-585-330-0980
Iberdrola Security Project Manager	William Downing	1-402-350-5527

## Service Contact Procedures

Call the 1-888-637-2344 Toll free number to report a problem or request service.

NOCC dispatch will answer and the caller will be asked to provide the following information;

Is the Location a CIP or Non CIP location?

Iberdrola Site Name, address, and specific room location.

Onsite contact name, phone numbers, emails and contact to whom will set up escorts if needed.

NOCC will provide caller with trouble ticket number for tracking.

Maintenance Manager will respond directly to the party reporting the issue with-in one hour. If the issue can not be resolved over the phone the Maintenance Manager will schedule on site repairs with one of the following approved Iberdrola Security personnel. NOTE no others are approved to place service calls.

Name	Office	Cell
Robert Dalykas	(585) 724-8740	N/A
Marie Poirier	(207) 629-1017	(207) 242-4518
Chuck Geiwitz	(585) 724-8724	(207) 242-4518
Robert Wagner	(518) 642-2001	(518) 642-2001
Dave Lathrop	(585) 724-8628	(585) 315-0939
Larry Mandel	(585) 724-8042	(585) 315-0543

## Installation of Video and Card Access

Iberdrola USA would like to obtain Security System Installations (Focus on Video), Testing, and Maintenance at approximately 70 locations in Central Maine and New York for Iberdrola USA and its affiliates. This will be a Single Award Contract. Broken down into the following overview;

At Iberdrola USA, the physical security video and card access 2014 to 2016 installation project consisted of both new installations and retrofitting current physical security infrastructures, i.e.:

2014-2016 Project type and locations.

Location	Card Access	Video
NYSEG Occupied	0	17
NYSEG Substation	0	17
NYSEG Hydro	0	00

Location	Card Access	Video
<b>Subtotal for NYSEG:</b>	<b>0</b>	<b>34</b>
RGE Occupied	0	6
RGE Substation	0	2
RGE Hydro	4	0
<b>Subtotal for RGE:</b>	<b>4</b>	<b>8</b>
CMP Occupied	0	1
CMP Substation	0	23
<b>Subtotal for CMP:</b>	<b>0</b>	<b>24</b>
<b>Test Lab</b>	<b>0</b>	<b>0</b>
<b>Grand Total</b>	<b>4</b>	<b>66</b>

Current system type and locations.

Location	Card Access	Video
NYSEG Occupied	17	0
NYSEG Substation	17	0
NYSEG Hydro	00	00
<b>Subtotal for NYSEG:</b>	<b>34</b>	<b>0</b>
RGE Occupied	17	10
RGE Substation	02	0
RGE Hydro	00	4
<b>Subtotal for RGE:</b>	<b>19</b>	<b>14</b>
CMP Occupied	22	0
CMP Substation	31	1
CMP MPRP		6
<b>Subtotal for CMP:</b>	<b>53</b>	<b>6</b>
<b>Test Lab</b>	<b>1</b>	<b>1</b>
<b>Grand Total</b>	<b>107</b>	<b>21</b>

#### Technical Point of Contact

The Iberdrola USA Security Program Manager will be the project technical point of contact.

**Dave Lathrop**  
**Manager Security Technical Service**  
Iberdrola USA Management Corporation  
89 East Avenue Rochester NY, 14649  
Telephone 585.724.8628  
Dave.Lathrop@rge.com

The emphasis should be toward current security system design. Therefore, it is essential that the Security System Integrator be familiarized with:

- Iberdrola USA Security systems standard designs.
- SAT Program Policies and Procedure.

- The report template and content of the SAT Program.
- Iberdrola new security system installation Process Documentation.

**Iberdrola Security Program Manager.** It is assumed that the security specialist selected for site assessment has direct experience not only with the applicable codes and standards, but the types of occupancies and their associated life safety hazards likely to be encountered. Sound engineering judgment is to be exercised when evaluating and developing relevant recommendations. Questions concerning the risk management approach to certain conditions should be directed to the Iberdrola USA Security Program Manager in advance of the issuance of the final report.

**Iberdrola Facility Representative.** While there will be detailed data available for all locations within the location list, the security specialist is expected to contact the Iberdrola USA Security Program Manager to identify the name of the Facility Representative or escorts used for each site. At the time of initial facility representative contact:

- Request for review prior to the actual Installations, Note; copies of security system design plans are included.
- Request that any available as-built drawings for security systems, building plans, and previous security system reports be available at the time of the site installation. Original sets are not to be removed from the site, but limited copies may be made with available copier resources.
- Discuss the nature of operations at the facility, shift populations, hours of operation, and any direct questions the Facility Representative or Escort may have regarding security system installations and or life safety.

#### **Other Resources.**

- Information regarding building size and evaluation data is also available to assist with preparation and evaluation of installations.
- Where available, base design and copies of security system data sheets will be provided. While this information is the most definitive data available, it is the responsibility of the security system specialist to verify accuracy with design standards and make changes as required to represent actual conditions.
- Additional detailed information with regard to security systems is also contained in the Iberdrola USA Security work Scope and drawings for each site are available.

#### **Additional Information**

**Employees:** Iberdrola USA employs approximately 4000 full time employees.

**Nature of Operations.** Iberdrola USA facilities generally fall within the following categories:

- General Offices – consisting of administrative offices, conference rooms, mail rooms, break areas, cafeterias, information technology areas and rooms, customer service centers, and in some cases Energy Control centers, security Operations Centers, and exercise facilities. Medium to large scale storage areas and mechanical and electrical rooms are featured.
- Service Centers – consisting of warehouse stores, machine shop functions, vehicle garage and maintenance bays, and yard storage areas. Some may include electrical and/or gas meter testing, repair, and calibration facilities, technical shops, cafeteria or break room facilities, offices, conference rooms, and in rare instances bunk facilities.
- Satellite Centers – consisting of smaller garage and shop operations, small training rooms and administrative offices, with some storage yards.

- Hydroelectric Powerhouses and appurtenances – consisting of the powerhouse generator hall, turbine gallery switchgear, control room, and transformer areas. These are generally small (four units or less) stations.
- Substations and Switchyards – Consisting of a control house and substation transformers, relays, and breakers.

#### **Minimum Regulatory Codes and Standards**

- State of New York Fire Code - 2010, based upon the 2009 edition of the International Fire code (NYSEG and RGE locations)
- State of Maine Fire Code – 2011, based upon the 2009 edition of NFPA 1 Uniform Fire Code (CMP)
- Local City and County Ordinances and Amendments to the Fire Code as applicable to the facility location
- 29 CFR 1910, Subparts E – Means of Egress, H – Hazardous Materials, and L – Fire Protection

#### **Minimum Standards**

- NFPA National Fire Codes, including all applicable Annex material
- NFPA 101 – Life Safety Code (CMP)
- NFPA 730 & 731 SRS01
- International Building Code Chapter 10 Safety to Life and International Existing Building Code, as applicable.

#### **Iberdrola Policies and Procedures for Fire Protection**

- 1.0 Iberdrola USA Management Commitment to Fire and Life Safety
- 2.0 Iberdrola USA Fire Protection Program Policies
- 3.0 Iberdrola USA Fire Prevention Plan
- 4.0 Iberdrola USA Facility Emergency Guide
- 5.0 Iberdrola USA Fire Prevention Practices
- 6.0 Iberdrola USA Fire Protection Design Basis Commitments
- 7.0 Iberdrola USA Fire Protection + Life Safety Design Guide
- 8.0 Iberdrola USA Fire Protection Inspection, Testing and Maintenance Standards
- 9.0 Iberdrola USA Guidance for Prioritization of Capital Fire Protection Projects

#### **General Scope of Work**

- This scope does not include the fiber optics communications amongst occupied and non-occupied locations, i.e.: JMUX which is a brand of SONET (Synchronous Optical Network) T1's or other forms of network path from location to location. This is being addressed separately.
- The project locations and yearly estimated timeline is summarized in the Attached Appendix 6 of the RFP. The detailed project schedules by month will be revisited once the RFP is approved by Iberdrola Security and awarded to the security vendor.

#### **Cost Per Location**

1. Provide a cost per location for sites where materials will be provided by IUMC. (NERC CIP and Occupied tabs on pricing template)

- Base Cost- Includes all labor to install and configure provided licensing, software, rack, rack supplies and equipment, power supply, kvm, cameras, transmission, and encoding hardware. Contractor to provide configuration and installation of IT provided servers. Contractor to provide all consumables to include, wire, connectors, amplifiers, and wire management. Contractor shall also provide all required conduit work, fiber work and supplies, power work, and integration. **(Rack, Switches, Routers and Servers provided by Iberdrola USA)**
2. **Provide a cost per location where supplier will need to provide materials. (NERC CIP and Occupied tabs on pricing template)**

- Includes all base costs plus procurement licensing, software, rack supplies and equipment, power supply, kvm, cameras, transmission, racks and encoding hardware. (Rack, Switches, Routers and Servers provided by Vendor) (Rack detail Attached Appendix 9 of the RFP)
- The vendor will also supply the following pricing for the 2014-2016 Video and Card Access Project.
- Three Year Full Service Agreement for each year of this RFP for all Locations at which a fixed cost was provided. All other locations will be under warranty as part of the unit cost. Any existing locations will be serviced per the labor rates in Schedule D of this Agreement.
- Video, Card Access and Alarming Equipment. See Service Contract SOW Attached in Appendix 5 of the RFP & List of all Locations, attached in Appendix 6 of the RFP.
- Access System tie in and SAT to the 4 Hydro locations, (Access Equipment is 100% installed now)
- System tie in and SAT test to the MPRP locations.
- Note; List of all Locations needed for full service agreement pricing, Attached Appendix 6 of the RFP.
- Legacy Work to attach Motion Detectors, Door contacts at current locations, Attached Appendix 7. Legacy Work to add audible/ strobe to outputs in place at all locations, Attached Appendix 8
- Rack specifications, Attached Appendix 9 of the RFP (Rack M/N TBD)

#### **Additional Requirements**

1. This is a multi-part contract with support services to be separately addressed in the bidder's proposal for the following:
  - Full Service Agreement for each year of this RFP.
    - a. SAT testing at each location yearly and on site turn up.
  - Design-Build installations to Iberdrola standards.
2. The scope of this contract is to provide the IUMC all necessary management, supervision and technical personnel, tools, materials and equipment, site surveys, detailed design,

permitting, installation, programming, design support, testing, warranty repair, identification, and as-built documentation for all security systems and otherwise do all things necessary for, or incidental to, providing the services and items for the resulting contract.

3. All information and documentation developed by the Contractor under this contract shall be the property of IUMC and provided upon request at anytime during, at the end and after the end contract. IUMC reserves the right to accomplish these installation tasks outside of this contractual vehicle if it is determined to be in the best interests of IUMC.
4. The Contractor shall provide their best practice solution and continuous process improvement strategies as part of their performance which at times may include acquiring assets, equipment, tools, and resources which shall be at the expense of the Contractor.
5. The Contractor shall include all project management, planning, labor, transportation, materials, equipment, tools, supervision, design, and all other associated costs necessary to fulfill the installation and testing of the security system at each location. The system will meet all design standards and be 100% compatible with the current working security system.
6. Preparation of Contractor installations shall require managing and coordinating of numerous projects simultaneously. All costs associated with preparing installations shall be the responsibility of the Contractor and shall not be charged to IUMC.
7. Contractor shall maintain accurate and complete records, files and documents to include state and local laws, ordinances, rules and regulations, NERC CIP current and future and manufacturers' instructions and recommendations which are necessary and related to the work.
8. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job. All materials used must be in line with the security standard and current working system.
9. All work will be inspected in accordance with the requirements of this contract. All work performed shall conform to standard industry work practices, and the provisions of this contract. Unless otherwise directed by the Iberdrola USA Security Program Manager, all work shall be performed in accordance with the current National Fire Protection Association (NFPA) codes and standards including Security portion of NFPA (730 and 732), International Building Code, Uniform Fire Code and International Fire Code and amended by the State of Maine or New York as applicable. These Codes take precedence over all other direction that may be provided herein.
10. In following the technical specifications, the Contractor may not substitute proprietary product information in the specifications sections for products that have already been selected. All changes must be approved by the Iberdrola USA Security Program Manager.



## **Inspection and SAT Scope**

Within fifteen (15) days from the award of the Contract, the Contractor shall prepare a schedule for comprehensive IT&M services including but not limited to the following:

1. The contractor shall meet with the Iberdrola USA Security Program Manager within ten (10) business days of the Contract Award in order to establish a detailed schedule for conducting SAT for all Iberdrola USA locations having security systems.
2. Within ten (10) business days following the determination of the SAT inspection schedule, the contractor shall review and agree to use the Iberdrola USA SAT Plan. A schedule shall be developed that list the equipment, location, and appropriate SAT functions to be performed during each year of the contract. Customized SAT sign off sheets will be provided by the contractor for each location based on the system installed.
3. Following each SAT inspection, the contractor must issue a signed certification of test results containing the information included in the Iberdrola SAT Plan. Said certification must be submitted to the Iberdrola USA Security Program Manager and shall be typewritten, complete, and shall indicate date, time of test, by person or persons involved, measured, etc. Final SAT approval will come from the Iberdrola USA Security Program Manager. Reports will be rejected by the Iberdrola USA Security Program Manager if they are copied, not legible, or if information is missing.
4. When testing any security system that is connected through a central supervisory station (Iberdrola security operations center SOC) a two week notification shall be given to the monitoring company i.e. Iberdrola USA Security.
5. The contractor is to ensure that all systems are maintained in full operating condition. And in compliance with all NERC CIP standards.
6. The contractor shall perform all inspections, testing and preventive maintenance under this agreement during regular working hours (Monday through Friday 8:00 a.m. to 4:00 p.m.), unless other arrangements are made in advance with the Iberdrola USA Security Program Manager. The locations serviced are listed in Appendix 6 of the RFP. Pricing will be per Schedule D of this agreement.
7. As the contractor's technicians conduct their routine and scheduled inspections and tests they will verify basic system information as well as check each system alarm. The Iberdrola USA Security Program Manager will provide the overall SAT to the contractor with a custom check list. The technicians will compare, add to, delete, or correct information for each location.
8. The contractor's technicians will include not just the minimum identification of deficiencies as outlined in the SAT Plan, but separately also make recommendations describing where additional system alarming & cameras are needed (e.g.: Motion detectors, door contact detectors, notification appliances, etc.), if aging problems are present, replacement of system components or obsolescence has occurred and needs to be addressed, etc.
9. The following shall apply to SAT:

- a. Copies of SAT reports shall be sent to the Iberdrola Security Program Manager within five (5) days of completion of the inspection and testing.

### **Maintenance and Repair Scope**

1. Work performed by the Contractor must have pre-approved by Iberdrola USA security prior to conducting the work and it MUST be displayed on the submitted invoice.
  - a. Authorization for maintenance and service work approval should be requested by contacting:
  - b. Authorization for maintenance work approval should be requested by contacting: person designated by the Manager of Security
  - c. Work Flow process for all maintenance and service work will follow the Iberdrola USA design
  - d. Contractor will keep copies of service and other invoices for no less than 3 years and upon request provide to Iberdrola USA Security Management.
  - e. Worked preformed outside of the service agreement will require a purchase order All invoices not having a pre-approved Iberdrola USA purchase order number will be rejected and will require a submittal request for a purchase order number. Thereafter, if the work performed is authorized and a purchase order is issued, the revised invoice must be dated to be billed within the cycle following the purchase order date.
2. All equipment operated by electric current (portable corded electrical tools, extension cords, test equipment, etc.) must be UL listed.
3. It shall be the responsibility of the contractor upon the termination of the contract to leave the security system and equipment in full operating condition.
4. The equipment and parts supplied are to be of a current design compatible with existing components and model of current system design. Such parts are in production and are not likely to be replaced with non standard parts without testing and approved change orders. Parts are to be installed in accordance with manufacturers' specifications. Upon request from the Iberdrola USA security program manager, the contractor must furnish a copy of manufacturer's specifications.
5. The following shall apply to service calls conducted during normal business hours and weekends:
  - a. See attached Service SOW Appendix 5 of the RFP
  - b. All labor and Material will be included within the full service agreement.
  - c. Once complete, the work is reviewed with the local SOC.
  - d. The contractor shall maintain a separate log of both normal and emergency maintenance and repair costs by location, system, date of work performed, and cost. A copy of the report shall be submitted upon request or at least quarterly to the Iberdrola USA Security Program manager for trending and quality assurance purposes.
  - e. Payment Terms: Payment for the full service agreement shall be made on a quarterly basis, and shall be billed by the contractor in an amount equal to twenty-five percent of the annual contract cost. Payment will only be paid when SAT reports are submitted and accepted by the Iberdrola USA Security Program Manager. Payment

for maintenance and emergency will be made in accordance with the full service contract.

6. The contractor shall not shut down any equipment unless permission is first obtained from the Iberdrola Security Program Manager. The Contractor is responsible for coordinating all work with the local facility contact and Iberdrola USA Security Program manager to expedite work to reduce the impairment time to a minimum and establish precautions during the work. NERC CIP Compliance must be maintained at all times.
7. The following provisions shall apply to emergency service:
  - a. Initial contact should follow the steps for obtaining an authorization to proceed.
  - b. Where the Iberdrola Security Program manager is not available in an emergency, the work can be authorized by the Director of Security.
  - c. The contractor shall make contact with the Iberdrola Security Program Manager as soon as feasible during normal working hours to review the work done.
  - d. The contractor shall provide 24-hour service with response times documented in the Service Agreement SOW.
  - e. Emergency Service is service calls placed after 6:00p.m. Monday through Friday, and on weekends and holidays.
8. The following provisions shall apply to pre-existing conditions.
  - a. Pre-existing conditions that would prevent the responding contractor from meeting the standards set forth in this specification must be reported in writing to the Iberdrola USA Security Program Manager within thirty (30) business days of the finding. A cost proposal outlining the scope of the necessary repairs, justification for addressing same, and an itemized material and labor cost breakdown must be included in the report.
  - b. Situations not reported to the Iberdrola USA Security Program Manager in accordance with above are the responsibility of the Contractor.

## Scope Deliverables

Sponsor & Vendor Deliverables Pre RFP

Project Phase	Requested Finish	Deliverables

Project Phase	Requested Finish	Deliverables
RFP active	TBD	<input type="checkbox"/> <i>Vendor to provide evidence of AMAG &amp; Milestone certification.</i> <input type="checkbox"/> <i>Vendor to provide evidence of past projects that are equal in size and scope to this project (RFP).</i> <input type="checkbox"/> <i>Vendor to offer ideas for design advancements available as options to the RFP scope.</i> <input type="checkbox"/> <i>Vendor to offer live demo of one system that have been installed under past projects.</i> <input type="checkbox"/> <i>Vendor to provide contact list of current customers for Iberdrola Security to contact and interview.</i>

Sponsor & Vendor Deliverables Post RFP

Project Phase	Requested Finish	Deliverables
Initiate	TBD	<input type="checkbox"/> <i>Team Member Roles &amp; Responsibilities</i> <input type="checkbox"/> <i>Change Management Process</i> <input type="checkbox"/> <i>Installation schedules developed</i> <input type="checkbox"/> <i>Start Legacy work &amp; addition of audible alarms at all locations.</i>
Analysis & Design	TBD	<input type="checkbox"/> <i>Detailed Project Plan for video role out</i> <input type="checkbox"/> <i>Video SAT Plan reviewed</i> <input type="checkbox"/> <i>Security Contractor team 100% in place</i>

<b>Project Phase</b>	<b>Requested Finish</b>	<b>Deliverables</b>
<b>Construct</b>  Assumes spend approved for IT equipment, servers, switches and routers. New switch and routers may be purchased from vendor or from Iberdrola IT.	TBD	<input type="checkbox"/> <i>Order all infrastructure needed.</i> <input type="checkbox"/> <i>Start Build servers(s) process &amp; Install server software.</i> <input type="checkbox"/> <i>Start Installations at locations and SAT testing.</i> <input type="checkbox"/> <i>Phase one drawings as well as As-builds will be provided for each location.</i> <input type="checkbox"/> <i>The vendor shall verify compatibility with all components that are provided. Miscellaneous items such as converters, extenders, amplifiers, connectors, ancillary wiring, and such shall be provided by the vendor as needed in order to provide a working system.</i> <input type="checkbox"/> <i>Should field conditions be different than those provided in terms of quantities and quality of existing fiber, the vendor shall have to prove these conditions and Iberdrola will work with the vendor or other vendor to remedy these items.</i>
<b>Test</b>  Assumes 1 week Installation and testing for Video at Occupied Locations Assumes 2 week installation and testing at substations.	TBD	<input type="checkbox"/> <i>Provide SAT Test as each location is turned up.(Test Issues Log addressed as part of the project)</i>  <i>Note, Iberdrola Security will provide SAT Test Plan. Iberdrola Security has final approval of each SAT.</i>
<b>Communicate/Train</b>  Corporate communications for video deployment will be conducted as a part of a separate project.	Video – N/A	<i>Updated business procedures and/or training materials</i> <i>Updated system documentation</i> <i>Corporate communications by Iberdrola security staff, if required.</i>

1. Security vendor is responsible for providing a working security system as designed in the example drawing package at each location.
2. Security Vendor, is responsible for supplying, construction, testing, implementing, supporting and monitoring all card reader and video equipment, including vendor supplied peripherals, within the occupied and non-occupied locations so that a working access and video system is in place.

3. Security Vendor is responsible for build, hardening, and installation of the Servers. (To Iberdrola IT Specifications)
4. Vendor is AMAG and Milestone Certified for engineering support.
5. IUMC IT, or IT approved vendor, is responsible for design, construction, testing, implementing, supporting and monitoring the IT servers.
6. IUMC IT, or IT approved vendor, will be responsible for maintaining the hardware and system software. The applications will be supported by the vendor. The Vendor will support the appointed business (Iberdrola Security) system administrators for the applications. This will be further defined in the Roles & Responsibilities prior to implementation.
7. The Vendor will be available to participate in scope definition, design, implementation and testing. Iberdrola Security will approve the scope, designs and change management to implement the systems.
8. The timeline in the project plan is based on pre-analysis and pre-design estimates. The tasks and estimates will be revisited after analysis and design are completed. Changes to the timeline will be communicated.
9. Iberdrola Security will manage the change management process for the vendor to deployment the field locations.
10. Iberdrola Security, with input from the Vendor and IUMC IT, will develop the schedule to deploy IT infrastructure for video in the field for the duration of this RFP.
11. All hardware will be ordered and arrive within the project schedule. This assumes the contract spend will be approved on March 10<sup>th</sup> for IT hardware and software needed. This also assumes the contract spend will be approved on March 10<sup>th</sup> for IT hardware and software needed for video regardless of whom (vendor or IT) orders the hardware and software needed.
12. Video migration from the existing physical security systems in Maine and New York to the new physical security system will be done by the vendor.
13. Corporate communications for video installations will be conducted as a part of a separate project by Iberdrola USA Security.
14. Project budget is subject to change based on location installation schedules and approved yearly budgets.
15. Locations may be removed from the overall project by Iberdrola Security to adjust for yearly budget.
16. Overall project cost may be lowered if locations are removed from Appendix 2 in this RFP.
17. The contractor shall complete detailed designs, obtain required permits, furnish, install, configure, and test all security systems and validate operational compliance with all requirements and specifications.

18. The contractor shall provide conduit, power, and connectivity as required for supplied security systems.
19. The contractor shall use the design specification provided by the Iberdrola USA Security Program Manager, as well as the information collected during any site survey to complete the design drawings necessary for the installation of the security systems. The drawings shall be reviewed and approved by Iberdrola USA Security Program Manager.
20. The Contractor's Designer of Record shall provide a design and produce "stand-alone" issued for drawings and "stand-alone" issued for specifications which incorporate and comply with IUMC's Design Criteria, and as-built record drawings, records and spare parts as required by the Project Documents.
21. The Contractor shall have all construction packages drawings stamped by contractor senior management representative, (SMR).
22. The Contractor shall identify and make known to IUMC as soon as practicable but in no case less than five (5) days after the Designer knows of any potential conflicts among the requirements and criteria either indicated in any Iberdrola USA Security Program provided Project Manual and/or Project Drawings, or required by local, state or federal jurisdictions that affect the scope, cost or quality of this work. The notification shall include a clear statement of the conflict, the source of the requirement and/or criteria and a recommended solution to the potential conflict. The Authority will determine solely the solution to the conflict based on either the Designer's recommendation or its own evaluation. The Designer shall incorporate that decision into the design with a minimum of impact to the scope, cost and/or quality of the work.
23. Utilize Project Drawings, Project Manual and other Contract Documents as the basis for design. The Contract Documents establish requirements for the preparation of design and are not to be used for construction; instead the approved Final Design Drawings and Final Design Specifications prepared by the Contractor as part of the design process shall be utilized.
24. Indicate in the Design Drawings where utilities, agencies, and other contractors will perform design, construction and maintenance of their facilities in relation to this Contract. The Contractor shall coordinate its design work with the work of others to ensure compatibility of design and construction.
25. All such work shall be shown on the Final Design Drawings as "work by others", if applicable. Specific requirements will be identified in individual task orders.
26. Authority Having Jurisdiction Review: Iberdrola USA Security Program Manager. IUMC explicitly reserves the right to also review and approve design items at all design progress levels.
27. Prepare and submit reports substantiating design analyses and calculations as required in accordance with accepted industry practice to support the basis of design and development of Final Design Drawings.
28. Design: In all aspects of the design, the proposed facilities shall operate as one entity upon completion of the Contract. Specific requirements will be identified in individual task orders.

29. Permits and Scheduling. The Contractor shall obtain necessary permits, and work as necessary, perform designs and systems integration work, manage quality through the use of an effective and well-planned quality system, perform inspection and testing as necessary, and manage the safe construction and commissioning of the project.
30. The contractor shall be responsible for scheduling SAT inspections and obtaining permits as required by the local jurisdiction for the work performed. Specific requirements will be identified in individual task orders.

#### Supply of Material

1. Approved Parts List. The contractor shall work with the IUMC Security Program Manager to develop an approved parts list with pricing for IUMC security systems provided in example drawing (BOM). The Price List shall be used as the baseline of the Approved Parts list. As the project progresses, the contract may be modified to add pre-priced products and material to the Approved Parts list.

#### Installation of Material

1. Most work performed under this contract will be in Substations. Work will be performed during normal working hours from 07:00 a.m. to 06:00 p.m. Work shall be done in accordance with all applicable codes and standards.
2. The Contractor may be required to provide installation services to include, but not limited to, the following tasks:
  - a. Supply and installation of security alarm systems including servers switches and racks, etc.
3. Provide AS-BUILT documentation.

#### Programming of Devices/Systems Integration

1. The Contractor will be required to provide programming and systems integration services for all security systems installed under this contract and existing IUMC security systems of the same base design. Programming of typical alarm systems may consist of programming the access control panels with address, calibrating sensors, programming existing access controllers, end supervising stations and such other similar activities required for the proper operation of the security alarm system currently installed and to be installed under this contract.
2. The configuration technician(s) involved in programming of the security system should be certified by manufacturer.
3. At a minimum, the Contractor's systems integration effort shall:
  - a. Provide a Systems Integration design document that systematically identifies and formally documents all interfaces and identifies a process for handling each interface.
  - b. Provide a mechanism, and assign project responsibility for interface management and control, such that every interface has a single entity within the Contractor's organization accountable for engineering and verifying the interface.
  - c. Define methods to confirm interface compatibility and demonstrate said compatibility by establishing and executing a testing program to assure each point or feature of one system interacts as expected with the other.



- d. Assure that reliability, availability, maintainability, and safety requirements are propagated through all systems and system elements so as to meet the overall availability, dependability and safety criteria set out in this Contract.
  - e. Allow IUMC to independently assess the effectiveness of, and audit, the Contractor's Systems Integration process.
- 4. IUMC will have the right to monitor and audit the systems integration process. The Contractor shall facilitate these audits by providing information and arranging for IUMC's auditors to have access to all relevant records. The Contractor shall provide timely information to IUMC about any interface problem that is identified, and the steps being taken to resolve it. The Contractor shall also invite IUMC to attend meetings held within the Contractor's organization or with subcontractors to resolve interface definitions or systems integration issues. The Contractor shall furnish IUMC with minutes of such meetings within 10 calendar days after such meeting regardless of whether IUMC attends.
  - 5. IUMC reserves the right to witness all interface and systems integration tests. The Contractor shall inform the Authority Representative of each upcoming test at least 15 calendar days before it is scheduled to be performed. IUMC reserves the right to direct supplemental testing of a component, element, subsystem or system in the interest of verifying achievement of specified performance levels, at no cost to IUMC. Specific requirements will be identified in individual task orders.

#### Testing and Diagnosis

- 1. The Contractor shall provide a complete system demonstration to IUMC and the Iberdrola USA Security Program Manager for acceptance. All devices shall be tested in accordance with Iberdrola USA Security Program standards and discrepancies corrected prior to the demonstration. Testing will be suspended if all work is identified as incomplete. Punch list items will be provided by the security vendor and shall be corrected after all testing has been completed.
- 2. The Contractor shall provide data sheets showing each component or system has been tested and the results of the test match the standard design.
- 3. The Contractor shall assist with documentation, as is required, for safety certification of the system by the IUMC safety department. This requires evidence of approved designs, as-built drawings and documentation, test procedures with signed and witnessed test results (SAT) and evidence that successful training has been furnished. Specific requirements will be identified in individual task orders.

#### Documentation

Specific requirements will be identified in individual task orders.

#### Shop Drawings

- 1. The contractor shall prepare shop drawings necessary for permit applications and installation of the security alarm systems and video systems. The shop drawings shall be submitted to the Iberdrola USA Security Program Manager for approval. Any changes to the approved shop drawings during the installation will be noted on the drawings (redlined) and will be incorporated in the as-built drawings.

#### As-Built Drawings

- 1. The contractor shall provide AS-Built drawings based on standard designs approved by IUMC Security. The drawings shall be readable when printed on 11x17 paper.

2. The contractor shall provide three (3) 11x17 printed sets of As-Built drawings showing all new equipment and existing equipment with all interfaces points on drawings.
3. The contractor shall provide CD's with files in AutoCAD and PDF format. Specific requirements will be identified in individual task orders.

#### Operation and Maintenance Manuals

The contractor shall provide operation and maintenance manuals for all equipment, devices, and components supplied under this contract. The operation and maintenance manual shall provide technical support and troubleshooting assistance for all security alarm detection and video systems including access control panels, motion detectors and other devices, or components provided under this contract.

#### Maintenance Plan

The contractor may be required to provide a recommended preventive maintenance program plan for each installed system based on the lifecycle and reliability of the selected equipment, and the unique installation conditions within the IUMC system. Specific requirements will be identified in individual task orders.

#### Spare Parts Listing

The contractor may be required to provide a recommended prioritized list of spare parts.

#### Training

The contractor may be required to provide training on all control panels, devices and other components provided under this contract. Specific requirements will be identified in individual task orders.

The contractor will be expected to attend NERC CIP training annually and comply with Iberdrola background check policies.

#### Periodic In-Process Review (IPR)

The Contractor shall participate in formal and informal IPRs concerning performance related issues on an as needed basis.

#### Monthly Status Report

The Contractor shall prepare a Monthly Status Report (MSR) containing all Project and cost information. The format shall include the contract number and project number, a brief task description, and the reporting period. It shall also contain staffing, cost, deliverable data and a summary of activity accomplished by individuals in Specific Tasks. It may also include any significant issues, problems and resolutions. This report shall also cover but is not limited to the following categories of information; Labor Hours for the Reporting Period and Cumulative to Date, Other Direct Costs for the Reporting Period and Cumulative to Date, Staffing and turnover rate. Project Schedules and update to same.

#### Contractor Qualifications

1. At the time of award of the contract award, the contractor shall have met the following minimum qualifications:
  - a. The contractor shall have at least five (5) years experience in designing, permitting and installation of SMS and VMS s services including but not limited to Milestone video, Agent Vi analytics and AMAG Card Access systems.
  - b. The contractor shall be certified and licensed within the state (Maine and/or New York) to conduct work for at least five (5) years.

- c. The contractor shall have completed a minimum of three (3) projects of similar size, scope, and complexity within the past five (10) years.

Contractor Key Personnel

1. **Program Manager (PM)** - The Contractor shall provide a single Program Manager (PM) to oversee the performance and execution of installations. The Contractor's Project management process shall consist of, but is not limited to, management of Contractor resources, preparation and distribution of schedules, monitoring of Contractor activities, briefs to the Iberdrola USA Security Program Manager of the status of contract activities, participating in meetings with the Iberdrola USA IT and other departments preparing and submitting deliverables. The PM shall serve as the single point of contact (POC) for the Iberdrola USA Security Program Manager, managing the overall contract and all TO(s), coordinating requirements, and maintaining communication with IUMC. The PM shall perform complete oversight of contract/TO(s) performance, Contractor staff, sub-contractors, and IUMC Furnished Property. The PM shall manage, assign, schedule, and support the Contractor's employees, sub-contractors, consultants, and resources supporting this contract. **Only the PM or a previously approved Assistant shall act as signatory that attests to completion of all deliverables.**
2. The PM shall ensure the Contractor is operating consistently with IUMC requirements by completing the following:
  - a. Coordinating requirements, objectives and priorities with IUMC
  - b. Ensuring Contractor staff is appropriately identified
  - c. Ensuring activities are performed and accomplished on time, and are of an acceptable level of quality to meet IUMC requirements, objectives and priorities.
  - d. Prioritizing requirements consistent with IUMC guidance, ensuring requirements are fulfilled and deliverables are submitted in a timely manner.
  - e. Identifying critical paths for high priority projects
  - f. Providing management, coordination, and administrative support to ensure the contract resources, which includes all the Contractor employees, sub-contractors, consultants, and resources, appropriately address IUMC requirements, priorities, and objectives
  - g. Communicate progress to the Iberdrola USA Security Program Manager.
  - h. Ensure that quality control and performance measures are appropriately implemented.
  - i. Proactively monitor the contract performance, quality of service, and identify corrective actions to the Iberdrola USA Security Program Manager.
  - j. PM shall track and monitor until all issues and risks identified by the Iberdrola USA Security Program Manager have been resolved
  - k. The Contractor shall maintain historical information and shall provide the information to IUMC as requested during and at the end of the contract.
  - l. Coordinating, developing, tracking, modifying and ensuring reports and other communications capture the information required by IUMC.
  - m. Attending required meetings which include participating in project related meetings. (Others Contractor personnel may also be required to attend meetings and the Contractor shall be notified IUMC in advance of any additional required personnel). Being prepared to meet with the Iberdrola Security Program Manager on a monthly and an Ad Hoc basis.
  - n. Appropriately addressing and following upon management, programmatic, and operational issues. Coordinating, developing, tracking, modifying and ensuring reports, graphs, and other communications capture the information required by IUMC.
  - o. Ensuring that all submitted reports and invoices are timely and accurate and contain all required information and supporting. Reports include Ad Hoc reports, weekly travel report, monthly status report, and financial reports.
  - p. Submit Other Direct Costs (ODC) Requests to the Iberdrola USA Security Program Manager for written approval.

- q. Monitor to ensure that approved ODC's do not exceed allowable amounts. Implementing approval and tracking procedures for the requests for authorization of travel and ODC's and for completed travel.
  - r. Ensuring effective interaction, coordination, and cooperation among the Contractor's staff, to include sub-contractors, are maintained at an effective professional level
  - s. Ensure all contract employees and sub-contractors adhere to safety, security policies, directives and guidance
  - t. When actual TO(s) are in progress, the PM shall provide a written weekly activity/status report that includes, at a minimum, accomplishments, status of ongoing activities, issues, recommendation for problem resolution, and upcoming activities.
3. **Program Manager Experience and Education Requirements.** IUMC desires the Program Manager to possess at least a B.S. in Engineering or Engineering Management; IUMC desires the PM to have a minimum of 15 years experience specific to security system installations and services, of which a minimum of five (5) years should be program management experience. Program management experience should demonstrate of high risk, sensitive projects and management experience managing projects and staff of comparable scope to the effort assigned. This experience may have been acquired during the same period described above.
  4. **Foreman/Superintendent/Project Manager.** IUMC desires the Project Manager to possess at least a B.S. in Engineering or Engineering Management; The Contractor may be required to provide a PM to provide first line supervision of contractor personnel in performance of project tasks. IUMC desires the Foreman/Superintendent to possess at least a High school diploma or GED; be First Aid & CPR certified, have OSHA 10 & 30 Hour Training, five (5) years of related experience including supervisory or lead experience and considerable experience in projects involving security systems; or any equivalent combination of training and experience.
  5. **Drafter/CAD Operator.** The Contractor may be required to provide a Drafter/CAD to prepare wiring diagrams, electronic schematics and lay-out or other security system related drawings. This work shall be performed by at least Level III Technician; as applicable using AutoCAD or AutoCAD compatible design and calculation programs, as applicable.
  6. **Key Staff/Field Personnel/Support Staff.** Technical, supervisory, and other personnel responsible as applicable for design, shop and as-built drawings and specifications preparation and in reviewing and certifying plans prior to submission, contract planning and scheduling, overseeing construction safety programs and ensuring safety is maintained, supervising construction crews and coordinating the work of subcontractors including the installation of equipment and Systems; in providing quality control/quality assurance services; in providing systems integration services; and in coordinating any operational issues. The Contractor may be required to provide administrative, logistics, and technical support staff.
  7. **Contractor Personnel**
    - a. All personnel shall be physically able to do their assigned work.
    - b. All personnel shall be capable employees thoroughly trained, qualified and certified in the work assigned to them.
    - c. All personnel must observe all regulations in effect at the IUMC facilities. While on IUMC property, employees shall be subject to control of IUMC, but under no circumstances shall such persons be deemed to be employees of IUMC.
    - d. The contractor shall at all times enforce strict discipline and good order among its employees.

- e. The Iberdrola USA Security Program Manager may direct the contractor to transfer from the work crew employees who are found in the sole discretion of IUMC to be incompetent, prone to excessive tardiness, absenteeism, theft, or other just cause.
- f. All Contractors' employees shall be subject to security clearance by IUMC Security.
- g. The Contractor shall require all employees to wear suitable safety gear during the time they are on IUMC property. Iberdrola Contractor ID cards will be provided, the identification shall include the name a of the Contractor, a photograph of the Contractor's employee identified thereon. Additionally, this identification shall be worn so that it is visible at all times the Contractor's employee is on IUMC property.
- h. All contractors shall provide security clearance and back ground checks to IUMC Security. Security will provide Contractor I.D. cards. This must be worn at all times while on IUMC property. In the event of lost or stolen I.D. card the contractor must notify IUMC Security in writing within 24 hours. IUMC will charge the contractor for a cost for reproducing of each lost I.D. card. At the end of the contract the contractor must return all I.D. cards issued. The failure to return all cards will result in a back charge fee to the Contractor of a production cost per each card not returned.
- i. The contractor will be responsible for all keys supplied by IUMC. In the event of lost or stolen keys the contractor must notify IUMC Security in writing within 24 hours. IUMC will back charge the contractor for a cost incurred by IUMC for re-keying a building due to a lost key. At the end of the contract the contractor must return all keys supplied. The failure to return all keys will result in a back charge fee to the Contractor for a cost incurred by IUMC for re-keying each building due to each key not returned.
- j. Work performed under this contract must comply with all applicable OSHA standards.
- k. The contractor shall supervise, direct the work and be solely responsible for all installation techniques, sequences, and procedures and for coordinating all portions of the work under this contract.

### **Safety and Environmental**

This Section specifies safety and environmental safety and security requirements for all projects directly related to the work described in the Statement of Work. Unless specifically detailed in individual task orders, the contractor shall abide by all applicable requirements of this section.

- 1. The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable occupational safety and health statutes and regulations of the State of New York, or Maine (as applicable by location) or local political subdivision in which the work is being performed, and the Department of Labor OSHA standards. In addition, the Contractor must comply with the following documents: IUMC Construction site safety and Iberdrola USA Fire Protection Program Standards shall be adhered to.
- 2. In order to minimize the potential for pollutant discharge to the environment; the National Institute for Occupational Safety and Health (NIOSH) guidelines; the American Conference of Governmental Industrial Hygienists (ACGIH) guidelines; the American National Standards Institute (ANSI) guidelines; and the U.S. Army Corps of Engineers Safety and Health Requirements Manual will be observed.
- 3. The Contractor shall also be responsible for compliance with applicable National Fire Protection Association (NFPA) Standards 13, 14, 24, 25, 72, 730, 731 and 130.
- 4. Further, the Contractor shall ensure that all methods of performing the work do not involve danger to the personnel employed thereon, the public, or private property, whether or not these methods are cited or indicated in the Contract documents. Should charges of violation of any of

the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to IUMC Safety Representative.

5. The Contractor shall submit a construction safety plan to the IUMC Safety Representative for review prior to commencement of work. The Contractor shall, within five (5) days after receipt of Notice to Proceed (NTP), submit a request for IUMC to schedule and conduct safety instructions at the earliest possible time for all Contractor Personnel who will be engaged in the performance of Contract work.
6. The jurisdictional Fire Marshals prohibit the use of oxygen-acetylene welding/cutting without coordination and IUMC Safety approval, via an NFPA 51B compliant hot work permit procedure.
7. The storage of hazardous and flammable materials (including such items as rags, mops, paper towels, or other combustible materials contaminated with hazardous or flammable products) on IUMC property, is restricted. Contractors, seeking to store hazardous or flammable materials on IUMC property, must request permission from the IUMC Safety Representative. It may not always be possible to grant permission to store hazardous or flammable materials on IUMC property. If permission is granted, the Contractor must store the materials in compliance with the jurisdictional codes and regulations. In addition, two (2) copies of the material safety data sheet (MSDS) for each specific chemical and the quantity of each chemical to be stored on the site shall be provided to the IUMC Safety Representative. The Contractor shall acquire permits for use of hazardous materials as required by the jurisdictional Fire Marshal.
8. Contractors must submit MSDS's for ALL chemicals to be used on IUMC property to the IUMC Safety and Environmental Representative, along with a brief description of how and where they will be used, and if wastes will be generated. The MSDS's will be reviewed by IUMC's Environmental Health and Safety and if approved, the materials may be used in the system. If they are rejected, the Contractor must identify a substitute that will meet IUMC criteria for approval in addition to the IUMC Safety Representative's criteria for performance. The MSDS's must be recent (preferably less than 3 years old) and comply with the OSHA Hazard Communication Standard 29 CFR §1910.1200. The Contractor is responsible for complying with the requirements of the MSDS's.
9. Contractor must provide a Job Hazard Analysis prior to the start of each phase of work.
10. Work clothing consists of long pants, shirts with long or short sleeves, sturdy work boots, and appropriate personal protective equipment. Jewelry that hangs, loose clothing or clothing with non-detachable hoods, drawstrings, or anything that can become entangled in machinery, shall not be worn on the work site, if machinery is in use on the work site. Personal protective equipment such as hard hats and footwear shall meet the requirements of 29 CFR §1910.135 and §1910.136. Athletic-type footwear shall not be worn on IUMC work sites.
11. Smoking is prohibited within and around IUMC facilities. The IUMC Safety Representative, will select a designated smoking area and Contractor employees will be informed of its location. Contractor personnel found smoking in non-designated areas on IUMC property system will be subject to removal from IUMC property. The Contractor's Safety Superintendent shall be responsible for ensuring compliance.
12. Contractor and subcontractor employees shall cooperate with representatives of the Authority and federal, state, and local regulatory agencies during site inspections or investigations. Inspection

and investigation activities do not involve directing of Contractor's work, but may involve interviews with Contractor and subcontractor personnel.

13. For any work at heights above six feet, the Contractor must submit a detailed, site-specific Fall Protection Plan. The Contractor must comply with the most stringent OSHA requirements for Walking-Working Surfaces (29 CFR Part 1910 Subpart D), Scaffolds (29 CFR Part 1926, Subpart L), and Fall Protection (29 CFR Part 1926, Subpart M).
14. At the work site, a First Aid Kit shall be provided and fully equipped to meet the needs of the anticipated work force. Employees expected to render First Aid or CPR must have the proper current certifications and be trained in Bloodborne Pathogens in accordance with 29 CFR §1910.1030.
15. The Contractor shall be responsible for all subcontractors, suppliers and other persons working under its direction, to comply with all requirements as noted above and herein, and shall disseminate these requirements to those personnel.
16. The Contractor shall immediately report all accidents and incidents (including near misses) that occur during the performance of the work to the IUMC Safety Representative.
17. On-site work activities shall not begin until the appropriate submittals are provided to IUMC Safety by the prime Contractor and the Subcontractor performing the work. Submittal shall include, but are not limited to the following documentation:
  - a. Job Hazard Analysis (prior to each phase of work).
  - b. Site-specific Emergency Response Plan.
  - c. Site-specific Temporary Fire Protection System Plan.
  - d. Experience Modification Rating for the last 2 years.
  - e. Accident/illness rates for lost time accidents/illnesses over the last 2 years.
  - f. Record of federal, state, or local violations of environmental and occupational safety and health regulations for the last 2 years.
  - g. Organizational Health and Safety Program including OSHA required programs applicable to the work and site. For work and sites not addressed in the original Organizational Health and Safety Program, addenda may be added when the work and sites are identified, however, the addenda must be submitted to the IUMC Safety Representative for review and approval prior to the commencement of specified work.
  - h. Bloodborne Pathogens Exposure Control Plan.
  - i. Hearing Conservation Program if employees are exposed to continuous noise in excess of the OSHA Action Level.
  - j. Hot Work Program.
  - k. Lockout Tagout Program.
  - l. Documentation of applicable training, licenses, certifications, including First Aid and CPR certificates and Bloodborne Pathogens training.

#### **Storage, Cleaning and Final Clean Up**

1. The contractor shall confine his apparatus, the storage of his equipment, tools and materials, his operations and his workmen to areas permitted by rules and regulation of IUMC, or as ordered by the Iberdrola USA Fire Protection Program Manager, or a designee, and shall not unreasonably encumber the site or premises with materials, tools and equipment.

2. The contractor shall at all times during the progress of the work keep the premises and the site free from accumulation of all refuse, rubbish, scrap materials and debris caused by his operations; to the end that at all times the premises and site shall present a neat, orderly and workmanlike appearance.
3. This is to be accomplished by the removal of such material, debris, etc. from the site and IUMC premises as frequently as is necessary. Loading, cartage, hauling and dumping will be at the contractor's expense.
4. At the completion of any work, the contractor shall immediately remove all his tools and equipment from the project site.
5. If the contractor fails to promptly and properly fulfill the obligations relating to cleaning and final clean up, IUMC shall have the right to employ others and to charge the cost thereof to the contract. Further, final payment will be withheld until IUMC deems the area acceptable.
6. The contractor shall have the right of access to those areas of the site designated as work areas.
7. The contractor shall not enter other areas of the site without permission of IUMC.



## SCHEDULE C

### Terms and Conditions

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## **ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES**

Pursuant to that certain Master Services Procurement Agreement (the “Master Agreement”) between IUMC and [REDACTED] Technology, LLC (“Supplier”), the entity named (hereinafter, the “Company”) in the given Purchase Order (the “Purchase Order”), engages the Supplier, and the Supplier hereby agrees to perform the Services.

The Services shall be as described in Schedule B of the Master Agreement; as such Schedule may be amended, modified or supplemented and attached hereto for the purposes of the Purchase Order.

The provision of the Services shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions on the back thereof);
- (ii) These Terms and Conditions;
- (iii) The Scope of Services document attached to the Master Agreement as Schedule B, as it may be amended, modified or supplemented for the Purchase Order; and
- (iv) The Master Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), and (iv), above.

All work shall be invoiced in accordance with the Pricing Schedule included in Schedule D, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Company).

Supplier further agrees to do the following:

- A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.
- B. Supplier has read, understands and shall comply with Schedule E, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.
- C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:
  - 1) Supplier has examined all available records pertaining to the work.

- 2) Supplier further states that the Agreement Price and detailed schedule for completion of the work are based on Supplier's known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Company. The Company assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Company.

## **ARTICLE 2 - CONTRACT PRICE**

The total price for the Services (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in the Purchase Order and shall be considered fixed unless stated otherwise (time and equipment, for example) on the face of the Purchase Order.

## **ARTICLE 3 - REIMBURSABLE ITEMS**

The Supplier shall be reimbursed for the following items for Services performed under this Agreement:

### **A. Fees**

Supplier shall be paid at the rates per hour specified in Schedule D to the Master Agreement for time spent in the actual performance of Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both parties for all or part of the work, the criteria of which would take precedence as referenced therein. Time spent in Normal Commuting is not a billable expense. The term "Normal Commuting" means Supplier's first trip to any Work Location in a given day and Supplier's last trip from any Work Location in a given day. The term "Work Location" shall mean any location at which Services are or are to be performed by the Supplier. The term "Supplier's Base" shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier will normally travel to Work Locations to perform Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Services for the Company.

(i) Company will not reimburse Supplier for additional expenses invoiced separately under a fixed bid project. The Supplier must include all the expected expenses from the quoted project within the fixed bid proposal.

(ii) Company reserves the right to renegotiate or reject expenses when the Supplier's local office personnel are not utilized for the awarded project but meet the required job classification/criteria to complete the project and Supplier utilizes resources from other Supplier's offices.

## **B. Travel Expenses**

Company will pay or reimburse Supplier for actual cost of travel expenses incurred during the course of travel undertaken at Company's request for the performance of Services, including travel from Work Location to Work Location, not including Normal Commuting, as follows:

(i) The Supplier will be reimbursed the automobile mileage at the then current IRS allowed rate. For mileage incurred in actual and necessary travel by private automobile for mileage to the Work Location, plus the actual cost of all parking, highway, and/or bridge charges paid enroute.

(ii) The Supplier will be paid or reimbursed for travel by commercial airlines in coach class and at discounted fares, if possible, except when such coach and/ or discounted airline accommodations are not reasonably available to meet necessary work requirements or would

- a) require circuitous routing;
- b) require travel during unreasonable hours;
- c) greatly increase the duration of the flight;
- d) result in additional costs which would offset the transportation savings; or
- e) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

Company will pay or reimburse Supplier for such reasonable additional airline travel expenses as are necessary to avoid or overcome the problems cited in the foregoing sentence.

(iii) Company will pay or reimburse Supplier for the actual cost of necessary local transportation (cab, bus, streetcar, rental car, etc.). The Supplier agrees to furnish documentation, if requested, for any such charges in excess of \$ [REDACTED] with its invoices therefore under this Agreement.

(iv) Company will pay or reimburse Supplier for the actual cost of reasonable meals and hotel accommodations unless a predetermined per diem has been agreed to and is listed in Schedule D to the Master Agreement.

(v) Company will not reimburse Supplier's meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.

#### **ARTICLE 4 - PAYMENTS**

**A.** Payments of any undisputed portions of an invoice will be made on a quarterly basis after the receipt by Company of a properly completed invoice, supported by original receipts, and detailing the travel expenses.

**B.** An original and copy of each invoice are to be mailed to the "Bill to Location" provided in the Purchase Order.

Each invoice shall show the Purchase Order Number, Supplier work location, payment terms and the job name and other information, which may be required or reasonably requested by Company.

The following documentation must accompany each invoice:

(i) Summary statements listing employee name, job classification, hours charged and hourly billing rates (both straight time and overtime if applicable) and total charges for the invoice period.

(ii) Copy of invoices for material, services, rentals, contracts, and other items purchased or rented in connection with the Services.

(iii) Copies of expense account summary sheets for each individual performing Services will be provided. The summary sheet will summarize lodging, meals, transportation and any other expenses. The period of time will also be shown. Supplier shall retain copies of supporting documents for such expense accounts, and these will be made available for Company review upon written request by Company. Supplier shall preserve all pertinent records supporting payment for Services hereunder for a period of two (2) years after final payment for the Services.

## **ARTICLE 5 - TAXES**

The price does not include sales/use taxes.

Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services.

Company shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

## **ARTICLE 6 - CHANGES**

No changes in the Scope of Services are authorized unless made by Company and sustained by written Supplement. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Company. A Supplement is a written Purchase Order Supplement, signed by the Company and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.

No changes in the Agreement will be made without an Agreement Supplement. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

## **ARTICLE 7 - CLAIMS/DISPUTES**

- A. Any claims by Supplier relating to this Agreement, must be submitted in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.
- B. Any dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

## **ARTICLE 8 - AUDIT**

Supplier shall check all material and labor entering into the Services and shall keep full and detailed accounts as may be necessary to provide proper financial management under this Agreement. At all reasonable times, the Company shall have access to the Supplier's offices, work and records pertinent to all charges, for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. This provision shall remain in effect for two (2) years following final payment under this Agreement.

## **ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES**

All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.

## **ARTICLE 10 - NON WAIVER OF RIGHTS**

Any failure by the Company to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

## **ARTICLE 11 - SET-OFF**

In the event Supplier owes money to the Company or has defaulted under this Agreement or under any other agreements with the Company, or Supplier has failed to pay any amount owed to the Company whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Company may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Company to the Supplier.

## **ARTICLE 12 - CONFLICTING DOCUMENTS**

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, this Agreement shall take precedence and govern.

## **ARTICLE 13 - INDEPENDENT SUPPLIER**

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Company, where Supplier's personnel work out of Company's offices under Company's direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Company any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

Company shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Supplier, or any of its agents, employees or subcontractors. Company shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer/employee relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.



#### **ARTICLE 14 - SUBCONTRACTS**

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing shall create any contractual relationship between Company and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Company. The Company shall promptly notify the Supplier in writing if, after due investigation, Company has reasonable objection to any subcontractor on such list and does not accept it. Failure of the Company to make objection promptly shall constitute acceptance of such subcontractor. Copies of all subcontracts shall be furnished to Company.

#### **ARTICLE 15 - THIRD PARTY BENEFITS**

Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

#### **ARTICLE 16 - SAFETY**

Company may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Company's Safety Rules and Regulations for Supplier's attached hereto and made a part hereof, as Attachment A and shall apply to all work performed under this Agreement.

#### **ARTICLE 17 - ACCIDENT AND LOSS PREVENTION**

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions and progress of the work.

#### **ARTICLE 18 – INSURANCE**

Supplier shall maintain insurance in accordance with the requirements as set forth in Schedule [G]. Supplier must maintain applicable insurance. An insurance certificate must be mailed to Customer prior to starting Services.

## **ARTICLE 19 - INDEMNIFICATION**

Supplier will indemnify, defend at its expense and hold harmless the Company and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that (i) the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier; (iii) any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier; (D) bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors; (E) damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors. Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

## **ARTICLE 20 - WARRANTY**

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's services are faulty, the Supplier shall for a period of one (1) year after completion of services, without labor charge and adders or other fee to Company, re-perform such Services to

the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Company pursuant to the Indemnification clause contained herein or any other remedy which may be available to Company under applicable law.

THE FOREGOING WARRANTIES AND REMEDIES CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE WORK, AND ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF BREACH OF WARRANTY. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **ARTICLE 21 - APPROVAL/ACCEPTANCE**

All work under this Agreement shall be subject to the Company's inspection and approval before payment.

#### **ARTICLE 22 - FORCE MAJEURE**

Supplier shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Company with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Company's ability to operate. Company shall have the right at its option and without being under any liability to Supplier to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Company shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

#### **ARTICLE 23 - TITLE AND LIENS**

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Company immediately upon delivery at job site. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Company, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Company, including but not limited to posting of a bond. If the Supplier shall fail to discharge,

remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Company, the Company shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

#### **ARTICLE 24 - PROGRESS AND COMPLETION**

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of this Agreement. The Supplier shall begin the work on the date of commencement set forth in the Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

If the Supplier is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Company by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Company of an extension of time for performance and may be deemed a default.

Failure of Supplier's subcontractor or materials and equipment suppliers to meet schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.

#### **ARTICLE 25 - EMERGENCIES**

The Supplier shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Supplier shall notify the Company of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Supplier on account of emergency work shall be determined by mutual agreement of the parties.

#### **ARTICLE 26 - WORK STOPPAGE**

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Company may terminate this Agreement if Supplier fails to provide a qualified work force within twenty-four (24) hours of Company's notification to Supplier that a qualified work force has not been supplied.

#### **ARTICLE 27 - TERMINATION**

Company may for any reason, with or without cause, on written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Company except as stated in this Article. In full discharge of any obligations to Supplier in respect of this

Agreement and such termination, Company shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services performed prior to receipt by Supplier of notice of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Company be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

In the event Supplier is in default of any of its obligations under this Agreement, Company shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Company to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Company. In the event of such termination, the preceding paragraph of this Article shall not apply and Company shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Company may retain from any money otherwise due for Services rendered prior to termination an amount which Company reasonably determines is adequate to cover all damage resulting from the Supplier's default. In the event that Supplier demonstrates that a cancellation for default is erroneous, the cancellation shall, at Company's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to the preceding paragraph and the rights and obligations of the parties hereto shall in such event be governed accordingly. The value of Services performed not in accordance with this Agreement shall be subject to audit, assessment and approval by Company.

#### **ARTICLE 28 – TERM AND SURVIVAL**

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Company of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4, 7, 9, 10, 13, 14, 17, 18, 19, 22, 31, 37, 38, 39, 47 and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

#### **ARTICLE 29 - REMOVAL OF EQUIPMENT**

In the case of termination of this Agreement for any reason whatsoever, the Supplier, if notified to do so by the Company, shall promptly remove any part or all of Supplier's equipment and supplies from the property of the Company, failing which the Company shall have the right to remove such equipment and supplies at the expense of the Supplier.

#### **ARTICLE 30 - FINAL PAYMENT**

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Company and when requested by Company, Supplier's delivery of

a completed Release and Certificate Form, the form of which shall be provided to Supplier at the time of the request.

#### **ARTICLE 31 - ASSIGNMENT**

Supplier shall not assign all or any of its rights or obligations under this Agreement except with the prior written consent of Company. Any assignment made without such consent shall be void ab initio.

#### **ARTICLE 32 - SEVERABILITY**

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

#### **ARTICLE 33 - NON WAIVER OF RIGHTS**

Any failure by the Company to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

#### **ARTICLE 34 - OWNERSHIP OF PLANS**

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (x) be delivered to Company upon completion of the work or termination or cancellation of this Agreement, (y) be deemed to have been prepared by Supplier for Company on a work-made-for-hire basis, and (z) shall be the property of Company and may be used by Company for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Company without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Company, information and other data developed or acquired by or furnished the Supplier in the performance of this Agreement shall be used only in connection with the work under this Agreement.

#### **ARTICLE 35 - KEY PERSONNEL**

Personnel assigned to perform work hereunder who are designated as "Key" Personnel in this Agreement shall devote their working time to the work as required by the Agreement Schedule of Activities and shall not be removed, without the prior written consent of Company, until their

assignments are completed. The Company shall have the right to reject replacements for personnel.

#### **ARTICLE 36 - PUBLIC RELEASE OF INFORMATION**

Date, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Company for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases must have the prior written approval of the Company which approval may be withheld without reason or explanation to Supplier.

#### **ARTICLE 37 - LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR SUPPLIER SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THE SERVICES HEREUNDER.

#### **ARTICLE 38 - CONFIDENTIALITY**

Supplier, its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Company or Company's plans, programs, plants, processes, costs, equipment, operations, of Company (or Affiliates), which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the services hereunder, without Company's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's Affiliates by third parties (other than those acting directly or indirectly for or on behalf of Company) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Company and was not acquired by Supplier or Supplier's Affiliates, its employees and agents directly or indirectly from Company or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Company will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Company will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Company may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentality's when such disclosure is necessary, or otherwise required by law.

Each party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.



In no event shall Company's name and/or logo or the name and/or logo of its Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Company.

All inquiries by any governmental, business, or other entity, including media, regarding any work performed or to be performed by Supplier for Company shall be directed by Supplier to Company for response.

#### **ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

To the extent, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations : Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41 CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed.

#### **ARTICLE 40 - SURETY BOND**

The Company shall have the right, at all times, to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens), including any damages that may be payable under Article 27. The Company shall be entitled to approve the amount, form, premium cost, and surety Company issuing such surety bond.

#### **ARTICLE 41 - GOVERNING LAW**

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises.

All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York.



## **ARTICLE 42 - PERFORMANCE MONITORING**

Company will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Company's review. The Company's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Company will continuously monitor the Supplier's performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

## **ARTICLE 43 - CONTINUOUS IMPROVEMENT**

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to Company in the form of price reductions 50 percent of Supplier's cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Supplier has specifically identified target cost reductions of 2% beyond the prices shown in Schedule D for the Initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."

## **ARTICLE 44 - NO DISPUTE**

Supplier represents and warrants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Supplier and/or any of Supplier's affiliates and Company and/or and of Company's affiliates.

## **ARTICLE 45 - SECURITY REQUIREMENTS**

Supplier shall comply with Company's Security Requirements in their performance of Services as provided herein.

Supplier shall be familiar with and shall comply with the requirements of the NERC CIP- 004 for projects or services at or relating to critical cyber assets and critical company operating facilities ("Critical Infrastructure"). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Supplier shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access. A personnel risk assessment shall be conducted pursuant to that program prior to such personnel being granted such access

except in specified circumstances such as an emergency. The personnel risk assessment program shall at a minimum include:

R3.1. The Supplier shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check. The Supplier may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Supplier shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Supplier shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

#### **ARTICLE 46 - EMPLOYEE SOLICITATION**

During the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of the Company, Supplier shall not offer employment to any employee of the Company or Company's current or future Affiliates with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Agreement, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of the Company or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Company through majority stock or other ownership interest, direct or indirect. Nothing in this clause shall limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee.

#### **ARTICLE 47 – ETHICS**

Supplier shall comply with the Code of Ethics of Iberdrola S.A. ("Code of Ethics"), the Iberdrola USA Annex to the Code of Ethics ("Annex") and the Iberdrola Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Code of Ethics, the Annex, and the Suppliers' Code of Ethics can be found at the Iberdrola USA website ([www.iberdrolausa.com](http://www.iberdrolausa.com)).

#### **ARTICLE 48 – COMPLIANCE WITH LAWS GENERALLY**

Supplier will comply with all laws, rules and regulations of any governmental entity, board or agency having jurisdiction over the Services, including, without limitation, State, Federal or local laws, rules and regulations and any applicable Executive Orders (State or Federal) in the performance of the Services.

#### **ARTICLE 49 – UTILIZATION OF SMALL BUSINESS CONCERNS**

Supplier and subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, Alaskan Native Corporation, and Indian tribe concerns shall have the maximum practicable opportunity to participate in the performance of Services.

#### **ARTICLE 50 – SMALL BUSINESS SUBCONTRACTING PLAN**

Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed \$ [REDACTED] for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

The Supplier assures that the clause entitled “Small Business Subcontracting Plan” will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$ [REDACTED] ([REDACTED] for construction) will be required to adopt a plan similar to this plan.

#### **ARTICLE 51 - GRATUITIES PROHIBITED**

The Supplier shall not, under any circumstances, offer or extend any gratuity or special favor to any employee or agent of the Company or its Affiliates or do anything which might reasonably be interpreted as an attempt to influence any employee or agent of the Company in the conduct of their duties.

## **SCHEDULE D**

### **Pricing Terms**

The following unit rates will be in effect from June 3rd, 2014 through May 31<sup>st</sup>, 2017:

Billing: [REDACTED] will submit a quote per the unit rates below for every project that was not quoted as a lump-sum cost in the RFP. The quote will be transparent and will list all quantities and unit rates used.

All quotes must be submitted to Dave Lathrop for approval before work can begin.

Quarterly payments will be made throughout the year for each year of the Agreement.

### **Unit Rates for planned work**

The following tables show the unit rate per unit type for projects at occupied (buildings) as well as NERC-CIP (substation) locations.

Unit Type	Unit of Measure	PER UNIT COST	Maintenance - 1st Year Cost Per Unit	Maintenance - 2nd Year Cost Per Unit	Maintenance - 3rd Year Cost Per Unit
DBU Readers & up	Cost w/ Install Each				
Interior Fixed	Cost w/ Install Each				
Flir 310 APT-PTZ	Cost w/ Install Each				
NVR & Analytics	Cost w/ Install, software, configuration				
Indoor and Outdoor non-thermal PTZ Camera	Cost w/ Install Each				
Equipment. Rack,	Cost w/ Install Each				
Trenching	Linear foot of conduit plus fiber installed				
Fiber optic and pipe	Cost per linear foot				
Camera Pole	Cost w/ Install Each				
Conduit Building	Per Entry				
Engineering	Services in Tab				
Servers and Switches	Materials in Tab				

### Fixed Cost per Location

The following locations were quoted on a fixed, cost not-to-exceed basis. In the instance that efficiency is discovered, such as the removal of a camera from the original scope, the item will be removed from the cost of the location per the unit cost schedule above.

Occupied Locations							
LOCATION	OPCO	Video Location Installation Completion Date	<u>Fixed Cost -</u> Includes all labor to install and configure Physical Security Systems in SOW - NO Servers or Racks	<u>Alternate Cost</u> Includes all Base Costs plus procurement of servers, switches, racks, and routers per Iberdrola USA standards.	Maintenance - Cost for 1st Year	Maintenance - Cost for 2nd Year	Maintenance - Cost for 3rd Year
Auburn	NYSEG OCCUPIED	2014					
Brewster	NYSEG OCCUPIED	2014					
Chatham	NYSEG OCCUPIED	2014					
Elmira	NYSEG OCCUPIED	2014					
Hamburg	NYSEG OCCUPIED	2014					
Hornell	NYSEG OCCUPIED	2014					
Kirkwood East	NYSEG OCCUPIED	2014					
Kirkwood West	NYSEG OCCUPIED	2014					
Lancaster1/2	NYSEG OCCUPIED	2014					
Lockport	NYSEG OCCUPIED	2014					
Mechanicville	NYSEG OCCUPIED	2014					
Oneonta	NYSEG OCCUPIED	2014					
Binghamton	NYSEG OCCUPIED	2014					
Energy Control Center	NYSEG OCCUPIED	2014					
Ithaca SC/GO	NYSEG OCCUPIED	2014					
Liberty	NYSEG OCCUPIED	2014					
Noyes Island	NYSEG OCCUPIED	2014					
Fillmore1/2	RG&E OCCUPIED	2014					
Station 37 oil storage	RG&E Oil storage	2014					
Bee Bee	RG&E OCCUPIED	2014					
East Ave	RG&E OCCUPIED	2014					
Russell Station	RG&E OCCUPIED	2014					
Scottsville	RG&E OCCUPIED	2014					
West Ave 01-10	RG&E OCCUPIED	2014					
Atlantic Avenue	RG&E OCCUPIED	Completed					
Sodus	RG&E OCCUPIED	Completed					
Eastern Monroe	RG&E OCCUPIED	Completed					
Western Monroe	RG&E OCCUPIED	Completed					
Wolcott	RG&E OCCUPIED	Completed					
Test Lab	RG&E OCCUPIED	Completed					
Brooks Ave	RG&E OCCUPIED	Completed					
Canandaigua	RG&E OCCUPIED	Completed					
Mushroom Blvd.	RG&E OCCUPIED	Completed					

## NERC-CIP Locations

LOCATION	OPCO	Video Location Installation Completion Date	Fixed Cost - Includes all labor to install and configure Physical Security Systems in SOW - NO Servers or Racks	Alternate Cost Includes all Base Costs plus procurement of servers, switches, racks, and routers per IBERDROLA USA standards.	Maintenance - Cost for 1st Year	Maintenance - Cost for 2nd Year	Maintenance - Cost for 3rd Year
Maine Yankee	CMP SUBSTATION	2014					
Mason	CMP SUBSTATION	2014					
New Castle	CMP SUBSTATION	2016					
Bolt Hill	CMP SUBSTATION	2015					
Louden	CMP SUBSTATION	2015					
Bucksport	CMP SUBSTATION	2015					
Highland	CMP SUBSTATION	2015					
Lakewood	CMP SUBSTATION	2015					
Moshers	CMP SUBSTATION	2015					
Pleasant Hill	CMP SUBSTATION	2015					
South Gorham	CMP SUBSTATION	2014					
Gulf Island	CMP SUBSTATION	2015					
Bath	CMP SUBSTATION	2016					
Athens	CMP SUBSTATION	2016					
Cape	CMP SUBSTATION	2016					
Wyman Hydro	CMP SUBSTATION	2016					
Detroit	CMP SUBSTATION	2016					
Buxton	CMP SUBSTATION	2014					
Spring Street	CMP SUBSTATION	2016					
Westbrook	CMP SUBSTATION	2016					
Winslow	CMP SUBSTATION	2016					
Heyward	CMP SUBSTATION	2016					
Station Canandaigua	NYSEG SUBSTATION	2014					
Station Clarks Corner	NYSEG SUBSTATION	2014					
Station Cooper	NYSEG SUBSTATION	2014					
Station Fraser 1/2	NYSEG SUBSTATION	2014					
Station Gardenville	NYSEG SUBSTATION	2014					
Station High Sheldon	NYSEG SUBSTATION	2014					
Station Hillside	NYSEG SUBSTATION	2014					
Station Meyer 1/2	NYSEG SUBSTATION	2014					
Station Oakdale	NYSEG SUBSTATION	2015					
Station Robinson Rd	NYSEG SUBSTATION	2015					
Station Somerset	NYSEG SUBSTATION	2015					
Station Stolle Rd 1/2	NYSEG SUBSTATION	2015					
Station Stoney Ridge	NYSEG SUBSTATION	2015					
Stration Watercure	NYSEG SUBSTATION	2015					
Station Weathersfield	NYSEG SUBSTATION	2015					
Station Wood	NYSEG SUBSTATION	2015					
Station 122	RG&E SUBSTATION	2014					
Station 80	RG&E SUBSTATION	2014					
WF Wyman #4 345	CMP SUBSTATION	Completed					
Station Stony Creek	CMP SUBSTATION	Completed					
Station 26	RG&E Hydro	Completed					
Station 5 Powerhouse	RG&E Hydro	Completed					
Station 2 Rackhouse	RG&E Hydro	Completed					
High Falls (Station 5)	RG&E Hydro	Completed					
Monmouth	MPRP Substation	Completed					
Albion Rd.	MPRP Substation	Completed					
Larrabee Rd.	MPRP Substation	Completed					
Raven Farm Switch	MPRP Substation	Completed					
Surowiec	MPRP Substation	Completed					
Livermore Falls	MPRP Substation	Completed					
Stony Creek	NYSEG SUBSTATION	Completed					
Maguire Rd.	MPRP Substation	Completed					

### **Labor Rates**

Labor rates will remain fixed through the three (3) year term of this agreement.

<b>Labor Type</b>	<b>Cost Per Hour</b>
Project Manager	
Engineer	
Maintenance/Service Technician	
General Technical	
Sr. Engineer	
Sr. Technician	
Program Manager	

### **Mark-Up on Materials**

Materials will be marked-up no more than 20% through the three (3) term of this agreement.

**SCHEDULE E**

Special Conditions

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## SCHEDULE F

### Notices

Along with all other correspondence requirements included in this Master Agreement, any notice, request, approval or other document required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed as specified herein or to such other address or addresses as may be specified from time to time in a written notice given by such party. The parties shall acknowledge in writing the receipt of any such notice delivered in person.

All communications to IUMC shall be directed to:

Iberdrola USA Management Corporation  
Contract Administration  
89 East Avenue  
Rochester, NY 14649  
Phone: 585-724-8028  
Fax: 585-771-2820

All communications to Supplier shall be directed to:

Supplier Name (b)(6)  
Contact Name Sam K. Belbina  
Title President  
Email Address sam.belbina@usa.g4s.com  
Street Address 1200 Landmark Center, Suite 1300  
City, St, Zip Omaha, NE 68102  
Phone 402-233-7700  
Fax 402-233-7650



## SCHEDULE G

### Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the supplier shall require each subcontractor to procure and maintain all insurance as outlined in section one.

**IF YOU DO NOT HAVE A CURRENT CERTIFICATE ON FILE WITH CUSTOMER** prior to commencement of Services, Certificates of Insurance evidencing supplier's and/or subcontractor's possession of insurance as outlined in Section 1 shall be filed with Customer for its review.

Certificates of Insurance should be mailed to the Procurement Department at the following address:

**Iberdrola USA Management Corporation  
Procurement Department/Insurance Cert.  
89 East Avenue  
Rochester, NY 14649-0001**

**1. Required Insurance Coverage's and Minimum Amounts**

Each insurance policy shall be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best's Rating of not less than "B+" and a policyholder surplus of at least \$ [REDACTED].

Each insurance policy, except Workers' Compensation and Employers' Liability, shall be endorsed to add Customer as an additional insured. All insurance where Customer is an additional insured must contain provisions which state that the policy will respond to claims or suits by Customer against the Supplier/Consultant/ Labor supplier/etc. In addition, Customer should be notified of any reduction in the aggregate policy limits.

Each policy shall be endorsed to provide a breach of warranty clause.

In the event Supplier and/or Subcontractor has a policy(ies) written on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the commencement of Services under this agreement. In addition, the Supplier and/or Subcontractor will guarantee future coverage for claims arising out of events occurring during the course of this agreement.

All of the insurance required hereunder will be primary to any or all other insurance coverage in effect for Customer.

- 1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the State of New York. For Services that are conducted outside of New York State, the minimum limit for Employers' Liability Insurance should be [REDACTED] each accident, 50 [REDACTED] disease-policy limit, [REDACTED] disease-each employee.
- 1.2 Automobile Liability insuring any auto, all owned autos, hired autos, and non-owned autos with a bodily injury and property damage combined single limit of [REDACTED] per occurrence.
- 1.3 General Liability (Comprehensive or Commercial Form), including coverage for Premises/Operations, Underground/ Explosion & Collapse Hazard, Products/Completed Operations, Contractual Liability specifically insuring the attached Indemnity Agreement, Independent Contractors, Broad Form Property Damage, and Personal Injury, in the amount of [REDACTED] per occurrence and [REDACTED] aggregate.

The amount of insurance may be satisfied by purchasing primary coverage in the minimum (or greater) amounts specified or by purchasing a separate excess Umbrella Liability policy together with lower limit primary coverage.

Each General and/or Umbrella Liability Insurance policy shall be endorsed with the following Cross Liability clause: In the event of claims being made by reason of personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to limits of insurance. In the event of claims being made by reason of damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to the limits of insurance.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this agreement.

## **SCHEDULE H**

### **CONTRACTOR SAFETY REQUIREMENTS FOR SERVICES PROVIDED TO IBERDROLA USA MANAGEMENT CORPORATION AFFILIATE COMPANIES**

August 13, 2008

#### **1. PURPOSE**

The purpose of this document is to advise Contractors providing services to Iberdrola USA Management Corporation affiliate companies ("Affiliates") of their responsibility to plan and perform their work in conformance with all applicable federal, state, and local laws, rules, regulations and ordinances of any agency having jurisdiction on the premises. These requirements apply to construction type projects where Affiliate employees are not working at the same site, and to Contractors who perform independent work related to electric transmission and distribution operations, and gas operations. Commitment to safe work practices is important at all Affiliate job sites; thus, evidence concerning Contractor safety performance and past safety history are factors that influence contract award decisions.

#### **2. SCOPE AND RESPONSIBILITIES**

This document shall be provided to Contractors to aid in the communication of hazards and minimum safety requirements, and to establish Affiliate expectations regarding safe work behavior while on company property. All Contractors must follow the requirements in this document, as well as their own company safety rules, policies and procedures. In the case of conflicting requirements, the most stringent shall prevail.

Each Contractor shall have a current written safety program and employee safety rules that comply with all regulatory requirements. In addition, each Contractor employee shall be familiar with the safety requirements in this document, and is expected to abide by them. All Contractors and Subcontractor employees must be properly equipped and trained.

Contractors shall communicate the required safety rules and regulations to their employees in a documented tailboard meeting prior to the start of the job. The form given in Attachment A may be used for this purpose. Contractors are responsible for interpreting these rules for non-English speaking and reading-impaired employees. Contractors are responsible for informing all Subcontractors of the safety rules and regulations set forth here and in the contract terms and conditions.

Affiliate Project Monitors shall facilitate Contractor compliance with safety requirements by including this document into contract specifications. All questions pertaining to this document shall be directed to the Affiliate Project Monitor or an Affiliate Health and Safety Representative. Neither the Affiliate Project Monitor nor Health and Safety Representatives shall exercise general supervisory authority over contractor worksites. In particular, the Company shall not conduct worksite safety inspections, identify safety and health hazards, or correct

deficiencies and violations. Moreover, the Company shall not provide personal protective equipment to contractor employees, perform employee exposure monitoring, or provide advice concerning safe work practices. Rather, the Contractor is accountable for all aspects of worker protection, as well as for preventing, detecting and promptly correcting all safety and health deficiencies associated with activities covered by the contract scope of work.

### **3. SAFETY ADMINISTRATION**

#### **Pre-Bid Meeting**

For certain projects where specific safety issues exist or known site conditions require special precautions, a pre-bid meeting may be held. The purpose of the meeting is to emphasize the key safety requirements that apply to the project, and offer the opportunity for bidders to ask questions regarding job site conditions and worker protection issues. When necessary, an Affiliate Health and Safety Representative will participate to address safety-related issues such as known site hazards and anticipated personal protective equipment (PPE) requirements. Where applicable, announcement of a pre-bid meeting will be issued with the contract Request for Proposal.

Prospective Contractors will be informed that past safety performance is an evaluation factor that may determine contract award and/or disqualification of bidders.

#### **Project Health & Safety Plan**

Contractors performing high-hazard work may be required to prepare and submit a Project Health & Safety Plan (e.g., as required under 29 CFR 1910.120 and 29 CFR 1926.65). Projects requiring a Plan will be identified at the pre-bid stage of the contracting process. The Plan must address topics such as:

1. Scope of work and planned activities
2. Potential health and safety hazards
3. Individual job functions and responsibilities
4. Personal protective equipment and hazard mitigation strategies
5. Emergency equipment and incident response procedures
6. Exposure monitoring and control
7. Training and medical surveillance requirements
8. Standard operating procedures

Depending on the nature of the project, the Contractor may be required to have their Plan endorsed by a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), and/or a licensed Professional Engineer (P.E.).

#### **Post-Award Contractor Safety Orientation**

For certain projects, a pre-construction conference may be required to discuss and agree upon safety procedures and controls at the job site. Contractor management representatives, key Contractor employees (i.e., designated on-site “Competent Person”), Affiliate Project Monitors,

and Affiliate Health and Safety Representatives shall typically participate. The topics for discussion include:

1. Job site housekeeping practices
2. Storage of materials and tools
3. Restricted areas and evacuation plans
4. Safety inspection and exposure monitoring plans
5. Procedures for documented employee safety meetings and job briefs
6. Subcontractor responsibilities
7. Hazardous chemicals and spill response procedures
8. Certification of Contractor employee qualifications
9. Site security and public protection
10. Emergency notification call lists and procedures

The orientation session is not intended to provide Contractor employees with training to meet regulatory compliance requirements.

#### **4. PROCEDURES**

##### **A. Prohibited Conduct**

Violation of the following conduct rules shall result in immediate dismissal of an employee from the site by the Contractor.

1. The possession or drinking of alcohol on any company property, including parking lots.
2. The suspected use of any substances which alter mental or physical capacity, including but not limited to non-prescription drugs, prescription drugs not prescribed to the user, narcotics, marijuana or other “controlled substance” or “controlled dangerous substance.”
3. Possession of firearms, ammunition, explosives or other weapons on company property/private vehicles
4. Engaging in fighting or horseplay
5. Operating switches, valves, or push buttons unless authorized

##### **B. General Rules**

The Contractor shall ensure that all personnel comply with the following rules, regardless of the nature of their job.

1. Contractor employees shall not enter any building or area where their work does not require their presence.
2. The Contractor shall maintain current safety warning signs/devices, barricades, handrails, and guardrails, and erect new ones if the hazard changes. The contractor shall also remove signs from the work site when there is no longer a hazard present.
3. Contractor employees shall not use emergency exits other than for emergencies, or block emergency exits.
4. The Contractor shall have a program to provide for frequent and regular inspections of the job site, materials, and equipment by designated competent persons.
5. The Contractor shall instruct each employee in the recognition and avoidance of

unsafe conditions and in the regulations applicable to his/her work environment to control or eliminate any hazards or other exposure to illness or injury.

6. The Contractor shall permit only those employees qualified by training or experience to operate equipment and machinery.
7. Contractor employees shall not work on equipment or facilities that are not included in the contract scope of work, or where specific permits/clearances may be required prior to performing a task.

### **C. Incident Reporting**

1. After notifying emergency agencies or calling 911, as appropriate, the Affiliate Project Monitor shall be notified immediately, and in writing, of any accidents involving personal injury requiring medical treatment, or property damage. The Contractor is responsible for notifying OSHA, when applicable. Appropriate written reports shall be completed within one working day.
2. All work must be done in a manner which minimizes the possibility of a spill of hazardous or non-hazardous substance to the environment. Placement of fuel, oils, chemicals and sanitary facilities, or fueling, greasing, or oiling of equipment shall be in a location which avoids, to the degree possible, water sources, wells, or other ecologically sensitive sites. Any spill must be immediately reported in writing to the Affiliate Project Monitor and the appropriate authorities. Contractor is responsible for all associated clean-up costs, penalties, etc.

### **D. Asbestos Containing Materials (ref: 29 CFR 1926.1101 and 1910.1001)**

Contractors shall not disturb known or suspected asbestos-containing materials. When these materials are encountered and could potentially be disturbed by the work being performed, work should immediately be stopped and confirmatory analyses performed as necessary. The Contractor shall immediately notify the Affiliate Project Monitor in writing. Examples of presumed asbestos-containing materials include, but are not limited to, the following:

- Cement wallboard and exterior sheeting
- Thermal insulation and high temperature gaskets
- Ceiling tiles and lay-in panels
- Acoustical and decorative plaster
- Vinyl or asphalt floor tile and sheeting, and mastic
- Electrical cloth, electrical panel partitions, underground conduit, and fabric-type wire insulation
- Roofing shingles, felt, base flashing, and caulking
- Boiler, breeching, duct, and pipe insulation
- Wallboard and spackling/taping/joint compounds

### **E. Compressed Air/Air tools (ref: 29 CFR 1926.302 and 1910.243)**

1. The contractor will comply with the standards for compressed air equipment used in providing compressed air for performing operations such as cleaning, drilling, hoisting and chipping.
2. Pneumatic power tools shall be secured to the hose in a positive manner to prevent accidental disconnection.
3. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from accidentally being expelled.
4. The manufacture's safe operating pressure for all fittings shall not be exceeded.
5. All hoses exceeding ½ -inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of failure.

**F. Confined and Enclosed Spaces** (ref: 29 CFR 1926.21; 1910.269(e) and 1910.146)

The Contractor is responsible for developing their own program and complying with all applicable confined-space and enclosed space work practices and standards. Contractor employees working in confined/enclosed space conditions must have demonstrated competency in proper work practices and rescue techniques (achieved by training and experience). The Contractor shall have a means of emergency rescue arranged prior to start of work and must check with the local fire department or agency expected to provide rescue assistance as to their availability prior to entering space.

**G. Cranes** (ref: 29 CFR 1926.550; 1910.179 and 1910.180)

The Contractor shall not use Affiliate cranes. Specific exceptions to this rule shall be written and made part of the contract. Qualified employees, with licenses when required, will operate cranes. If a license is required, the operator will have the license with them when operating subject cranes. Lift plans may be necessary before work begins. Documentation will be submitted to the Affiliate Project Monitor upon request. The Contractor must maintain a physical barrier around all equipment and machinery in the hoisting area. In areas exposed to vehicular traffic, the Contractor must conform with OSHA paragraph 1926.651(d) and also make appropriate arrangements with local authorities for traffic control/detour. All crane sites and equipment must be secured during off work hours to prevent unauthorized access.

**H. Drugs and Alcohol** (ref: 49 CFR 382; DOT Part 199)

1. Possession or use of controlled substances or alcohol is strictly prohibited on Affiliate premises or while working for the Company. Reporting to work on Affiliate property under the influence of unauthorized drugs or alcohol is strictly prohibited; any person under the influence of unauthorized drugs or alcohol shall not be permitted on the premises of an Affiliate project.
2. When applicable, Contractors must comply with U.S. Department of Transportation Part 199 regulations. The Contractor's written program and documented random sampling program for Drugs and/or Alcohol shall be made available upon request.



**I. Electrical Safety** (ref: 29 CFR 1926.402-408, 416, 417; 29 CFR 1926, subpart V, and 1910.269)

1. Only authorized and qualified personnel shall work on installation and maintenance of electrical equipment.
2. All equipment used, including extension cords, shall have required approvals and be free from known defects.
3. Electrical equipment or tools (unless specially designed) shall not be operated in wet areas, or where potentially flammable dusts, vapors, or liquids are present.
4. When working on Affiliate-owned equipment and facilities, the Contractor will utilize a lockout/tagout procedure or recognized isolation/tagging procedure, as specified by the Affiliate. GFCI's (ground fault circuit interrupters) shall be used for all electrical tools and equipment when used outdoors or in wet locations.
5. If a circuit breaker or other protective device operates ("trips") to open a circuit, a qualified electrician must determine the cause of the problem before the device is reset.
6. Equipment, boxes, switchgear, cabinets, or electrical rooms with exposed energized parts shall be attended or secured at all times.
7. All non-qualified Contractor employees and equipment shall stay a minimum of 10 feet away from overhead, energized lines. Non-qualified Contractor employees are not permitted to enter an energized substation unless qualified personnel accompany them.
8. Mobile radio antennas shall be lowered prior to taking any vehicles inside a substation.
9. No metal measuring tapes or tapes containing a metal wrap shall be used near energized circuits, equipment, poles or substation structures.
10. Metal tools utilizing cable slings, winch cable, chains, loose sections and ends of conductors, or other similar objects, shall be kept under control by the worker to prevent contact with energized conductors or equipment and the worker's body.

**J. Excavations** (ref: 29 CFR 1926.650-652, 1926.800, and 1926.956)

The general requirements of the OSHA Excavation Standard , 29 CFR 1926 Subpart P, including the provision for a competent person, shall be understood and followed by all Contractor employees. All excavations that workers may enter that are 5 feet or more in depth, or a depth where there is danger of cave-in shall be protected by a shoring or shielding system, or by an appropriate benching or sloping system. Materials shall not be stored closer than two (2) feet from the edge of a trench or excavation, and mobile equipment shall not be operated in close proximity to the edge unless extra precautions are taken to shore or slope the walls back to a stable slope. Additional requirements include but are not limited to the following items:

- Contractor must submit excavation plans to the Affiliate Project Monitor prior to any excavation work.
- Provide adequate barriers/barricades around excavations and machinery, including special considerations for securing excavations left overnight.
- In areas exposed to vehicular traffic, the Contractor must conform with OSHA paragraph 1926.651(d) and also make appropriate arrangements with local authorities

- for traffic control/detour.
- Perform air monitoring where there is a potential for a hazardous atmosphere.
- Make advance notification to Underground Facilities Protective Organization (e.g. Dig Safe).
- Provide adequate access and egress, and signage necessary to direct vehicular and pedestrian traffic safely around the work area.
- Perform routine inspections of all excavation equipment, including lights and safety features such as back-up warning devices.
- Hand dig when within two feet of any underground facility until the facility is exposed; then hand dig within four inches of the underground facility
- Notify Affiliate Project Monitor to obtain environmental assistance if it becomes necessary to perform dewatering.
- The Contractor shall promptly notify appropriate utilities of any damage done, prior to backfilling the trench.

**K. Fire Regulations** (ref: 29 CFR 1926.150, 152, 1910.38, 1910.39, 1910.157)

1. Contractors shall provide fire extinguishers, sealed, fire service ready, inspected and in good working order and properly maintained at all times when live gas work is being done. At least one 20-pound dry chemical fire extinguisher shall be on the ground near the edge of the excavation.
2. Contractors shall provide a trained fire watch as dictated by the job hazard assessment.
3. When required, hot work permits shall be obtained from the Affiliate Project Monitor for such activities as welding, cutting, burning, anything that causes a spark, uses an open flame, or involves temperatures high enough to ignite combustible materials.
4. All acetylene and oxygen cylinders shall be stored and used in accordance with OSHA regulations (ref: 29 CFR 1926.350), and transported per DOT specifications. Flashback arresters shall be installed at the welding tip and at the regulator.
5. Open flames, sparks or smoking shall be prohibited in areas so marked or designated, and where a recognized combustible/flammable hazard exists.
6. Fire detection and/or suppression systems shall not be disabled or blocked without notifying the Affiliate Project Monitor and obtaining his/her consent.
7. Flammable/combustible material shall be stored in approved containers and locations. Quantities in excess of one day's use shall be reported to the Affiliate Project Monitor.

**L. Hazard Communication** (ref: 29 CFR 1926.59 and 1910.1200)

1. The Contractor must have a written program that complies with OSHA's Hazard Communication standard.
2. Before commencing work, all affected Contractor employees must be trained in accordance with the requirements of the standard.
3. Contractors shall provide to the Affiliate Project Monitor a list of chemicals and

Material Safety Data Sheets (MSDS) for each chemical that they will bring on Affiliate property or use on an Affiliate project.

4. Contractor chemical containers shall be properly labeled and stored.
5. All unused chemicals, which Contractors bring onto Affiliate property or use for a project, shall be the responsibility of the Contractor to properly dispose of and/or remove.
6. The Affiliate Project Monitor shall make Contractors aware of the Affiliate's Hazard Communication Program, notify them of any chemicals that they may be exposed to while working on Affiliate property, and provide access to the applicable MSDS.
7. The use of any hazardous material by a Contractor in occupied buildings must be approved by the Affiliate Project Monitor.

#### **M. PCB fluids (Polychlorinated Biphenyl Fluids) (40 CFR 761)**

PCB fluids were formerly used as an electrical insulating fluid (transformers, regulators, capacitors, PTs, CTs), and also can occasionally be found in the gas distribution system in gas pipe, distribution equipment, (filters, separators, drips, meters, and regulators) and gas condensate/pipeline liquids. All liquids recovered from gas pipelines must be assumed to contain PCBs until proven otherwise by approved testing methods. When these materials are encountered and could potentially be disturbed by the work being performed, work shall immediately be stopped. The Contractor shall immediately notify the Affiliate Project Monitor in writing.

#### **N. Hazardous Waste (ref: 40 CFR 260)**

Requirements of the U.S. DOT and U.S. EPA must be observed for all aspects of hazardous waste handling, storage and transportation. Contractor is responsible for the removal and proper disposal of all hazardous waste they generate, including completion of documentation such as waste profiles, waste analytical samples, and hazardous waste manifests. As a minimum, the Contractor shall perform proper labeling, adequate secondary containment, segregation of incompatible materials, and routine inspection of storage areas as required by all U.S. EPA, state and local regulations. In addition, all hazardous waste containers must be properly constructed and in sound condition, and shall be kept securely closed. Contractor employees must be properly trained in hazardous waste procedures in accordance with regulatory requirements. The Contractor shall notify the Affiliate Project Monitor in writing before making any arrangements for shipping and disposal of hazardous waste.

#### **O. Housekeeping (ref: 29 CFR 1926.25)**

1. Good housekeeping practices shall be strictly adhered to daily. The work site shall be kept clean and orderly.
2. Trash shall be promptly removed from the work site and from the customer's property.
3. Boards with protruding nails shall not be left lying around. All nails shall be withdrawn or hammered down.

4. Contractors shall not block means of access or egress, or safety equipment.

**P. Ladders and Scaffolding** (ref: 29 CFR 1926.451, 1050-1053, 1060, 1910.27)

1. Contractors shall not use Affiliate ladders without permission from the Affiliate Project Monitor, or where an exception is included in contract documents.
2. Contractors are required to furnish their own ladders and equipment free of defects.
3. All straight and extension ladders shall be properly maintained and equipped with approved safety feet.
4. No work shall be performed until the ladder is properly secured.
5. Barricades should be placed to direct pedestrian traffic away from ladders.
6. Ladders must be inspected for defects on a regular basis, and immediately removed from service when deemed unsafe
7. The areas at the top and bottom of a ladder shall be kept clear of debris and equipment.
8. Ladders made of conductive materials shall not be used while working in proximity to energized electrical facilities.
9. All ladders shall be removed at the end of the work shift to prevent unauthorized use, or access to elevated surfaces.
10. All scaffolding erection and use shall be in compliance with OSHA standards. A licensed Professional Engineer's approval of scaffolding plan(s) shall be submitted as required.

**Q. Lead** (ref: 29 CFR 1926.62 and 1910.1025)

Contractors shall not disturb known or suspected lead-based paint and other lead-containing materials. When these materials are encountered and could potentially be disturbed by the work being performed, work shall be stopped immediately. The Contractor shall immediately notify the Affiliate Project Monitor in writing.

**R. Medical Services** (ref: 29 CFR 1926.50)

1. When a medical facility is not reasonably accessible (i.e., within 15 minutes) for the treatment of injured employees, personnel trained to render first aid and CPR shall be available at the worksite. The personnel designated to provide CPR and first aid must have current certifications and must carry evidence of their training while on site.
2. First aid supplies approved by a consulting physician shall be readily available at the worksite.

**S. Motor Vehicles** (ref: 29 CFR 1926.600-02)

1. Contractors shall not use Affiliate vehicles without permission. Contractors shall transport employees in a safe manner (e.g., riding in the back of a pick-up and in places other than the operator's seat, (i.e., a backhoe bucket or fender) is prohibited).
2. Contractor employees shall possess the necessary license classification for vehicle(s) being driven.

**T. Overhead Work** (ref: 29 CFR 1926.500-503)

1. Personnel shall be protected from falling tools, equipment and material.
2. All girders, beams and overhead surfaces shall be kept free of loose material.

**U. Personal Safety Equipment** (ref: 29 CFR 1926.28, 52, 95, 100-103, 353, 500-503; 1910 Subpart I)

1. Eye and Face Protection - Approved and appropriate eye and/or face protection shall be worn at the worksite. Personnel involved in welding operations shall wear eye protection with filter lenses or plates of the proper shade number. The eye and face protection must meet the requirements of ANSI Z87.1-2003.
2. Head Protection – OSHA approved hard hats meeting the requirements of ANSI Z89.1-2003 shall be worn at work sites where there is potential for head injury. Bump caps, metal hard hats, and metal hard caps are prohibited.
3. Clothing – Contractors employees shall be properly clothed at all times. Appropriate flame retardant clothing is required while working on energized gas pipelines, energized electrical equipment and whenever a flame hazard exists.
4. Gloves – Suitable gloves will be worn when there is a potential for hand injury.
5. Foot Protection – Safety shoes and boots that meet the guidelines of ANSI Z41-1991 must be worn whenever exposed to crushing hazards.
6. Hearing Protection – All personnel subjected to sound exceeding the OSHA permissible 90 decibel level shall have available and wear appropriate hearing protection. Hearing protection training and medical monitoring are required by OSHA for contractor employees working in areas exceeding the OSHA 85 decibel action level.
7. Respirators - The contractor shall provide respirators based on the hazard encountered. Contractor respirator use will be in compliance with OSHA requirements.
8. Fall protection - Whenever work site conditions involve a potential for a fall hazard of 4 feet or more, the contractor shall use appropriate fall protection meeting the requirements of OSHA 29 CFR Subpart M – Fall Protection.

**V. Radiation** (ref: 29 CFR 1926.53, 1910.96, 1910.97, 1910.1096, 10 CFR 19,20,32-36,39)

1. The Contractor may utilize equipment containing an ionizing radiation source only when appropriately licensed to do so. A copy of their license must be available on-site.
2. The Affiliate Project Monitor will inform the Contractor when work is necessary near an Affiliate ionizing radiation source.
3. If work is required in the proximity of an ionizing radiation source, the Contractor shall comply with all applicable regulations.

**W. Tools** (ref: 29 CFR 1926.300-305, 1910.242)

1. Contractors shall not use Affiliate tools without permission.
2. Tools shall be kept defect free and if defects are found, immediately taken out of service.
3. Tools shall be maintained as per manufacturer's specifications and governing regulations.
4. Tools shall not be retrofitted or modified.

**X. Water Safety** (ref: 29 CFR 1926.106)

When Contractors work over or near water and where the danger of drowning exists, the contractor must comply with all provisions of OSHA (i.e., training, Coast Guard approved life jackets, ring buoys, skiffs, fall protection etc.).

**Y. Work Zone Protection** (1926.201)

1. Contractors shall use adequate work area protection. All work area protection shall be in accordance with the Federal/State Manual of Uniform Traffic Control Devices.
2. All contractors working in the road right-of-way:
  - a. Shall wear ANSI 107 Class 2 or 3 compliant clothing.
  - b. Shall wear ANSI 107 Class 2 or 3 compliant traffic vests for flagging and night work.
  - c. Must comply with the provisions of any state permits issued to the Affiliate.

**5. SPECIFIC REQUIREMENTS FOR ELECTRIC AND GAS WORK**

Electric Power Generation, Transmission and Distribution Work (ref: 29 CFR 1910.269)

Contractor shall comply with all OSHA requirements for operation and maintenance of electric power generation, transmission and distribution lines and equipment including:

- Job briefing requirements
- Line clearance tree- trimming operations including brush chippers and chain saw use.
- Specific training including skills and techniques necessary to perform this work
- Hazardous energy control (lockout/ tag out) procedures
- Enclosed spaces
- Fall protection
- Tools and equipment including live-line tools
- Working on or near exposed energized parts
- Minimum approach distance
- Grounding for the protection of employees
- Work involving overhead lines including installing and removing lines
- Substation work activities including entry and job briefings

Tree contractors working for Affiliates will be required to work in accordance with the latest American National Standard Institute (ANSI) safety requirements for tree care operations involving pruning, trimming, repairing, maintaining and removing trees and cutting brush.

Helicopter Regulations (ref: 29 CFR 1926.551, 1910.183)

Contracted helicopters shall comply with any applicable regulations of the Federal Aviation Administration.

- Briefing: Prior to each day's operation a briefing shall be conducted. This briefing shall set forth the plan of operation for the pilot and ground personnel.
- Personal protective equipment for employees shall consist of complete eye protection and hard hats secured by chinstraps.
- Loose fitting clothing likely to flap in the downwash, shall not be worn.
- Every practical precaution shall be taken to provide for the protection of the employees from flying objects in the rotor downwash. All loose material within 100 feet shall be secured or removed.
- No unauthorized person shall be allowed to approach within 50 feet of the helicopter when the rotor blades are turning.
- Whenever approaching or leaving a helicopter with blades rotating, all personnel shall remain in full view of the pilot and keep in a crouched position. Personnel shall avoid the area from the cockpit or cabin rearward unless authorized by the helicopter operator to work there.
- There shall be constant reliable communication between the pilot, and a designated person of the ground crew who acts as a signalman. This signalman shall be distinctly recognizable from other ground personnel.

### **Gas Distribution Operations and Personal Protective Equipment in Potentially Hazardous Atmospheres**

All gas Contractors must comply with applicable OSHA requirements, as well as the requirements of the U.S. Department of Transportation (DOT), including drug and alcohol misuse testing. Worker protection is a key requirement on all gas projects. A copy of the Affiliate's procedures will be provided if the work involves encountering a potentially hazardous atmosphere requiring the use of personal protective equipment. This will include a copy of the Affiliate's task-specific Personal Protective Equipment Matrix (see Attachment B). This procedure describes specific requirements for working in an atmosphere which may be hazardous due to the presence of natural gas or oxygen deficiency (asphyxiation hazard). This procedure is applicable to all phases of operation, maintenance and construction of the gas system.

## Attachment B

(AFFILIATE COMPANY NAME)

## CONTRACTOR'S SIGN-OFF SHEET

NOTE: The Contractor Safety Requirements shall be read and understood and the sign-off sheet completed before arrival on the job site or commencement of work.

[illegible]



Attachment C

(AFFILIATE COMPANY NAME)

**PERSONAL PROTECTIVE EQUIPMENT MATRIX**

(INCLUDE WHERE APPLICABLE)

## SCHEDULE I

### Data Security Rider

#### **1.1. Privacy and Data Security.**

(a) To the extent that [REDACTED] (sometimes hereinafter referred to as “VENDOR”) is regularly afforded access in any way to “Personal Data” or “Company Data” as defined below, this Rider shall apply with respect to Personal Data and Company Data.

(b) The following definitions are relevant to this Rider:

(i) “Personal Data” means any information that can be used to identify, locate, or contact an individual, including an employee, customer, or potential customer of CUSTOMER, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; (E) “Sensitive Data” as defined below; (F) ZIP codes; (G) employment, financial or health information; or (H) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

(ii) “Sensitive Data” is that subset of Personal Data, including Social Security number, passport number, driver’s license number, or similar identifier, or credit or debit card number, whose unauthorized disclosure or use could reasonably entail enhanced potential risk for the data subject.

(iii) “Company Data” means any information that relates to the operation or functionality of plants, factories, networks, or grids of the Company or to which the Company has access, including, without limitation, Critical Infrastructure Information and internal financial information.

(iv) “Critical Infrastructure Information” means engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (A) relates details about the production, generation, transmission, or distribution of energy; (B) could be useful to a person planning an attack on critical infrastructure; (C) is exempt from mandatory disclosure under the Freedom of Information Act; and (D) gives strategic information beyond the location of the critical infrastructure.

(v) “Processing” (including its cognate, “process”) means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Personal Data or Company Data, whether or not by automatic means, including, without limitation, collection, handling, transporting, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

(vi) “Data Security Breach” means: (A) the loss or misuse (by any means) of Personal Data or Company Data; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Personal Data or Company Data; or (C) any

other act or omission that compromises the security, confidentiality, or integrity of Personal Data or Company Data.

(vii) “Technical and Organizational Security Measures” means security measures, consistent with the type of Personal Data or Company Data being Processed and the services being provided by VENDOR, to protect Personal Data or Company Data, which measures shall implement industry accepted protections which may include physical, electronic and procedural safeguards to protect the Personal Data or Company Data supplied to VENDOR against any Data Security Breach, and any security requirements, obligations, specifications or event reporting procedures set forth in any Schedule to this Agreement. As part of such security measures, VENDOR shall provide a reasonably secure environment for all Personal Data and Company Data and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under this Agreement on which Personal Data and Company Data is contained to the extent the same are located on VENDOR’s premises.

(viii) “Losses” shall mean all losses, liabilities, damages, and claims and all related or resulting costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

(c) Personal Data and Company Data shall at all times remain the sole property of CUSTOMER, and nothing in this Agreement will be interpreted or construed as granting VENDOR any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to Personal Data and Company Data.

(d) VENDOR shall not use independent contractors or provide Personal Data or Company Data to independent contractors or other personnel that are not full-time employees of VENDOR without CUSTOMER’s prior written approval before doing so.

(e) VENDOR shall Process Personal Data and Company Data only on the instruction of CUSTOMER and in accordance with this Agreement and privacy and security laws applicable to VENDOR’s services or VENDOR’s possession or Processing of Personal Data and/or Company. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data or Company Data as necessary to perform VENDOR’s obligations under this Agreement and for no other purpose.

(f) VENDOR shall not create or maintain data which are derivative of Personal Data or Company Data except for the purpose of performing its obligations under this Agreement and as authorized by CUSTOMER.

(g) VENDOR shall comply at all times with the terms of the Company’s IT Computer Usage and Personally Identifiable Information Policy, a copy of which is attached hereto and incorporated herein, as such Policy may be modified or supplement from time-to-time (upon notice from the Company).

(h) At any and all times during which VENDOR is Processing Personal Data or Company Data, VENDOR shall:

(i) Comply with all applicable privacy and security laws to which it is subject, and not, by act or omission, place CUSTOMER in violation of any privacy or security law known by VENDOR to be applicable to CUSTOMER;

(ii) Have in place appropriate and reasonable Technical and Organizational Security Measures to protect the security of Personal Data and Company Data and prevent a Data Security Breach, including, without limitation, a breach resulting from or arising out of VENDOR's internal use, Processing or other transmission of Personal Data and Company Data, whether between or among VENDOR's subsidiaries and affiliates or any other person or entity acting on behalf of VENDOR;

(iii) Safely secure or encrypt all Sensitive Data and Company Data during storage or transmission;

(iv) Except as may be necessary in connection with providing Support Services (and provided that immediately upon the need for such Personal Data and Company Data ceasing, such Personal Data is immediately destroyed or erased), not use or maintain any Personal Data or Company Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit;

(v) Notify CUSTOMER no later than one (1) day from the date of obtaining actual knowledge of any Data Security Breach and, at VENDOR's cost and expense, assist and cooperate with CUSTOMER concerning any disclosures to affected parties and other remedial measures as requested by CUSTOMER or required under applicable law;

(vi) Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of VENDOR to Process Personal Data or Company Data unless such Processing is in compliance with this Agreement and is necessary in order to carry out VENDOR's obligations under this Agreement;

(vii) Not disclose Personal Data or Company Data to any third party (including, without limitation, VENDOR's subsidiaries and affiliates and any person or entity acting on behalf of VENDOR) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out VENDOR's obligations under this Agreement; (B) such third party is bound by the same provisions and obligations set forth in this Agreement; (C) VENDOR has received CUSTOMER's prior written consent; and (D) VENDOR shall remain responsible for any breach of the obligations set forth in this Agreement to the same extent as if VENDOR caused such breach; and

(viii) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any Personal Data or Company Data Processed by VENDOR to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data.

(ix) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Personal Data or Company Data, exfiltration of Personal Data or Company Data, disclosure of Personal Data or Company Data, or misuse of Personal Data or Company Data to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data or Company Data.

(x) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible for determining that any transfer of Personal Data or Company Data across a country border under this Contract complies with the applicable data protection laws and this Contract.

(i) At the time of the signing of this agreement, and at the time of any CUSTOMER request, VENDOR shall provide evidence that it has established and maintains Technical and Organizational Security Measures governing the Processing of Personal Data and Company Data appropriate to the Processing and the nature of the Personal Data and Company Data to be protected. To the extent VENDOR maintains Personal Data and Company Data at its location, CUSTOMER shall have the right to conduct onsite inspections and/or audits (with no advance notice to VENDOR) of VENDOR's information security protocols, and VENDOR agrees to cooperate with CUSTOMER regarding such inspections or audits; provided, any such inspections or audits shall be conducted during normal business hours and in a manner so as to minimize any disruptions to VENDOR's operations. VENDOR will promptly correct any deficiencies in the Technical and Organizational Security Measures identified by CUSTOMER to VENDOR.

(j) VENDOR shall return, delete, or destroy, or cause or arrange for the return, deletion, or destruction of, all Personal Data and Customer Data subject to this Agreement, including all originals and copies of such Personal Data and Customer Data in any medium and any materials derived from or incorporating such Personal Data and Customer Data, upon the expiration or earlier termination of this Agreement, or when there is no longer any legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Customer Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Customer Data, VENDOR shall notify CUSTOMER of such reason for not returning or destroying such Personal Data and Customer Data and shall not Process such Personal Data and Customer Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Agreement to protect the security of Personal Data and Customer Data shall survive termination of this Agreement.

(k) To the extent that VENDOR is afforded regular access in any way to “Cardholder Data” as defined below and for so long as it has such access, the following requirements shall apply with respect to the Cardholder Data; provided, that the parties do not anticipate that VENDOR will have access to any Cardholder Data:

(i) VENDOR represents that it is presently in compliance, and will remain in compliance with the Payment Card Industry Data Security Standard (“PCI Standard”), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa (“Payment Card Brands”) for protecting individual credit and debit card account numbers (“Cardholder Data”).

(ii) VENDOR acknowledges that Cardholder Data is owned exclusively by CUSTOMER, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of CUSTOMER, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or this Agreement.

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under this Agreement.

(iv) VENDOR agrees that, in the event of a Data Security Breach arising out of or relating to VENDOR’s premises or equipment contained thereon, VENDOR shall afford full cooperation and access to VENDOR’s premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate VENDOR’s compliance with the PCI Standards; provided, that such access that be provided during regular business hours and in such a manner so as to minimize the disruption of VENDOR’s operations.

(l) To the extent VENDOR is provided regular access to Personal Data, Company Data, or Cardholder Data, VENDOR represents that the security measures it takes in performance of its obligations under this Agreement are, and will at all times remain, at the highest of the following (collectively referred to herein as “Security Best Practices”): (a) Privacy & IT Security Best Practices (as defined by ISO 27001/27002); and (b) any security requirements, obligations, specifications, or event reporting procedures set forth in Schedule A.

(m) In addition to any other insurance required to be provided by VENDOR hereunder, VENDOR shall also provide the Cyber-Insurance coverage meeting the requirements specified in Schedule B, attached hereto and made part hereof. Vendor shall also comply with the terms and conditions in Schedule B as they relate to any insurance required to be provided by VENDOR pursuant to this Agreement.

(n) Notwithstanding anything in the Agreement to the contrary, VENDOR shall indemnify, defend and hold CUSTOMER harmless from and against all Losses suffered or sustained by the CUSTOMER, its affiliates, and their respective employees, officers, representatives, or contractors, or by any third party or entity, caused by, resulting from, or attributable to VENDOR's breach or violation of any of the terms and conditions of this Data Security Rider. VENDOR's obligation to indemnify, defend, and hold CUSTOMER harmless shall survive termination or expiration of the Agreement.

(o) Failure by VENDOR to comply with any requirement of this section shall constitute a material breach of the contract.

Schedule A

Specific Security Requirements or Procedures

Intentionally left blank.



## Schedule B

### Cyber-Insurance Requirements

(a) Vendor shall during the term of this Agreement have and maintain the following insurance coverage:

(i) Cyber Errors and Omissions Policy providing coverage, on a per occurrence basis, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least [REDACTED] which policy shall include coverage for all costs or risks associated with:

- (1) violations of data privacy or data security laws and regulations; and
- (2) cyber risks, including denial-of-service attacks, risks associated with malware and malicious code, whether designed to interrupt a network or provide access to private or confidential information; and
- (3) and other risks specific to the work performed by Vendor as shall be identified by Company.

(ii) Such coverage shall be furnished by an insurance company with an A.M. Best Financial Strength Rating of A- or better, and which is otherwise reasonably acceptable to Customer.

(iii) Prior to issuance of the final Cyber E&O Policy by Vendor's carrier, Vendor shall furnish to Company a draft of such policy for Customer's inspection and review to insure that the policy meets the requirements of this Schedule. Vendor shall furnish Customer with a copy of the final Cyber E&O Policy. Vendor shall not modify, or permit modification, to the final Cyber E&O Policy without the Customer's consent.

(iv) The Cyber E&O Policy shall be endorsed to name Customer, its affiliates and their respective employees, officers, agents, and representatives as additional insured(s).

(b) Vendor warrants that the scope of all coverage furnished to the Customer as additional insured pursuant to this Agreement shall be identical to that furnished to the Vendor as named insured, other than responsibility to pay the policy deductible, self-insured retention, or retrospective premium, and shall include coverage for any indemnification and hold harmless agreements made by the Vendor pursuant to the Data Security Rider.

Schedule B, cont'd.

(c) All insurance coverage(s) provided by Vendor pursuant to this Agreement shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by the Customer. Each policy of insurance required to be provided by Vendor pursuant to this Agreement shall contain a "separation of insureds" clause, providing that insurance provided by the policy shall apply separately and independently for each insured, as if the contracts insured each party separately.

(d) The Vendor (as named insured) shall pay any deductible, self-insured retention, or retrospective premium with respect to any claim or occurrence made under any of the insurance policies or coverage to be provided by the Vendor pursuant to this Agreement. Vendor's failure to pay the applicable deductible, self-insured retention, or retrospective premium shall constitute a material breach of this Agreement, with damages equal to at least the amount of insurance lost or not provided due to such breach.

## **SCHEDULE J**

### **Background Check Rule**

#### **1.0 Purpose & Scope**

Contractors with regular access to the premises, assets, computer systems, and/or Confidential Data of Iberdrola USA, Inc. (“IUSA” or “Company”) must successfully pass a background check meeting the criteria specified in this Rule. This requirement applies to all employees, agents, representatives, contractors, subcontractors, consultants, and independent contractors used by the contractor in connection with the services or work requiring such access. Unless separately defined in the body of this Rule, certain terms used in this Rule shall have the meanings ascribed in Section 6, below.

#### **2.0 Affected Organizations**

This Rule applies to IUSA and all present and future subsidiaries of IUSA, including but not limited to the following companies and their subsidiaries:

- Central Maine Power Company
- Iberdrola USA Group, LLC )
- Iberdrola USA Management Corporation
- MaineCom Services
- Maine Natural Gas Corporation
- New Hampshire Gas Corporation
- New York State Electric & Gas Corporation
- Rochester Gas and Electric Corporation
- The Union Water-Power Company

#### **3.0 Principles and Requirements**

**3.1** The safety and security of IUSA’s employees and property are of paramount importance. In order to safeguard these vital assets, the Company requires that those expected to have regular contact with, or access to, its employees, premises, facilities, computer systems, Confidential Data, and other key business assets not pose a potential threat to their safety, security, integrity, or well-being.

**3.2** In furtherance of this objective, IUSA requires that any Contractor or Contractor Representative successfully pass a Background Check as a condition both to the award of work or services under contract and to gain and maintain access to the Company’s facilities, assets, Confidential Data, and/or computer systems.

**3.3** Whether a Background Check is required in any given instance depends upon the type and duration of access that is required of the Contractor or Contractor Representative in order to perform the work or services. Sporadic access of short duration presenting minimal threat to Company personnel or assets may not require a Background Check, such as services

provided by delivery persons, caterers, or independent contractors working remotely who do not require access to Company facilities, assets, Confidential Data, or computer systems. However, a Background Check is normally required for any Contractor or Contractor Representative who: (i) is expected to be physically present on a regular basis at a Company facility (office building or service center) without an escort (ii) is expected to require regular access to, or use of, Confidential Data in the performance of assigned work or services, and/or (iii) is expected to require regular access to, or use of, Company computer systems, either on-site or remotely. In questionable cases not specifically addressed by this Rule, the determination whether a Background Check is required shall be made by the IUSA Director of Corporate Security.

**3.4** (a) The Background Check must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Attachment A contains the minimum requirements for “Domestic Background Checks” and “Foreign Background Checks”.

(b) A Contractor Representative who cancels, separates, or terminates his/her relationship with a Contractor must successfully pass another Background Check prior to gaining renewed access to the Company’s facilities, assets, Confidential Data, or computer systems.

**3.5** The terms and conditions referenced in Attachment B of this Rule must be incorporated into any contract executed with a Contractor following the effective date of this Rule. Exceptions or changes to these terms and conditions must be approved by the Legal Services Department.

**3.6** The Contractor shall develop, maintain, and follow written procedures for performing Background Checks consistent with the terms of this Rule. Such procedures shall address at minimum: (i) maintenance of accurate, complete, and timely written records of completed Background Checks for the duration of the underlying contract or agreement and for six (6) years thereafter, subject to applicable legal or regulatory requirements, (ii) annual written certification that all Contractor Representatives assigned by the Contractor to provide services or work for the Company have been subjected to a Background Check compliant with this Rule and have met the requirements of the Background Check, substantially in the form of Attachment C to this Rule and (iii) an acceptable, legally-compliant process for notifying the Company of any Contractor Representative who fails to meet the minimum requirements of a Background Check.

**3.7** Professional consultants and advisors, such as attorneys, auditors, and financial advisors who are not assigned to work in IUSA facilities for more than two (2) weeks per year are exempt from the application of this Rule.

#### **4.0 Rule Responsibilities and Management.**

**4.1** IUSA Procurement is responsible for:

**4.1.1** insuring that awards and contracts with Contractors that are negotiated and processed by Procurement contain the provisions of Attachment B when

requested by the Managing Department. If Procurement receives a request from the Managing Department which does not indicate the need for a Rider (Attachment B), Procurement will request that the Managing Department work with Corporate Security to determine if a Rider (Attachment B) is required.

**4.2** IUSA Human Resources is responsible for:

- 4.2.1** verifying completion of Background Checks for all contingent worker staff, including those contingent workers who were employees of any Iberdrola USA affiliate, prior to assignment to an IUSA facility; and
- 4.2.2** verifying completion of Background Checks every two (2) years for temporary worker staff on extended engagement; and
- 4.2.3** periodically auditing the background check processes used by any Contractor supplying temporary worker staff to confirm compliance with the terms of this Rule and the applicable provisions of the Contractor's agreement; and
- 4.2.4** addressing the Contractor's violation of this Rule or agreement after consultation with legal counsel.

**4.3** The Managing Department is responsible for:

- 4.3.1** advising Procurement when background checks are required under agreements or awards processed by Procurement;
- 4.3.2** verifying completion of Background Checks and maintaining an up to date list for all new or replacement Contractor Representatives during the course of an engagement (other than those assigned to Human Resources, above) under the management or supervision of the Managing Department; and
- 4.3.3** requesting from Corporate Security exceptions or waivers from this Rule in cases when a Contractor, necessary for the conduct of Company business, cannot comply with the Background Check requirements set forth herein, and
- 4.3.4** verifying completion of Background Checks every two (2) years for Contractor Representatives retained or supervised by the Managing Department on extended engagement; and
- 4.3.5** communicating the requirements of this Rule to all IUSA employees and staff assigned to manage or supervise a Contractor or Contractor Representative subject to the requirements of this Rule; and

4.3.6 certifying to the IUSA Compliance Officer that Contractor Representatives assigned by the Contractor to provide services or work for the Company under the direction or supervision of the Managing Department have been subjected to a Background Check compliant with this Rule and have met the requirements of the Background Check.

4.4 The Corporate Security function is responsible for granting waivers referenced in Attachment A and maintaining an active list of waivers that have been issued along with the documentation to support those waivers.

4.5 The Legal Services Department is responsible for approving any material modifications to the terms and conditions referenced in Attachment B of this Rule.

4.6 The IUSA Compliance Officer is responsible for communicating to Managing Departments the annual certification requirement set forth in Section 4.3.6, above.

4.7 The IUSA Audit Department is responsible for periodically auditing compliance with this Rule.

## **5.0 Rule Exceptions.**

Any exception to this Rule, other than those exceptions specifically addressed in the body of this Rule, must be approved by the IUSA Director of Security. Any request for exception must be made in writing accompanied by supporting business documentation justifying the exception on cost\benefit, legal, regulatory, and\or other reasonable grounds.

## **6.0 Definitions.**

**Background Check:** A background check conforming to the requirements of this Rule, including but not limited to the minimum criteria specified in Attachment A.

**Confidential Data:** Any information that can be used to identify, locate, or contact an individual, including an employee, customer, or potential customer of IUSA, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; (E) “Sensitive Data” as defined below; (F) ZIP codes; (G) employment, financial or health information; or (H) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

**Contractor:** Any person or entity hired or retained by IUSA or its subsidiaries to perform work or services for the Company.

**Contractor Representative:** Any and all employees, agents, representatives, contractors, subcontractors, consultants, and independent contractors used by a Contractor in connection with

the services or work requiring access to Company premises, assets, computer systems, and/or Confidential Data.

**Managing Department:** The IUSA department, organization, or function requiring the work or services of a Contractor or Contractor Representative in connection with assigned duties or responsibilities; the Managing Department for all temporary worker staff shall be deemed to be the IUSA Human Resources Department.

**Sensitive Data:** That subset of Confidential Data, including Social Security number, passport number, driver's license number, or similar identifier, or credit or debit card number, whose unauthorized disclosure or use could reasonably entail enhanced potential risk for the data subject.

## Attachment A – Domestic Background Checks

### Background Check Criteria

1. Minimum Requirements: A background search shall consist of the following minimum elements for anyone with an SSN, which includes resident aliens:

- a. Social Security Number Verification
- b. Motor Vehicle Report (if driving IUSA company vehicle)
- c. Prohibited Parties Database Search\Debarment Lists
- d. Criminal History Search
- e. National Sex Offender Registry

Note: The background check on a resident alien should go back as long as they lived in the US if less than seven years. For the remainder of the 7 years, the Foreign Background Checks criteria would apply.

2. Disqualifying Offenses: The convictions shall generally require disqualification of a Contractor or Contractor Representative, based upon the nature of the work or services and the access required to perform such work or services and consistent with, and to the extent permitted by, applicable state law. This is not intended to be an exhaustive list and convictions for other crimes may also be grounds for disqualification:

- a. Felonies: All felony convictions within the last seven (7) years, except as restricted by applicable federal, state and local laws.
- b. Misdemeanors: The following misdemeanor convictions within a period of five (5) years, except as restricted by applicable federal, state, and local laws:

<b>Arson</b>	<b>Assault</b>	<b>Battery</b>
<b>Child Abuse and Neglect</b>	<b>Criminal Contempt</b>	<b>Criminal Conversion (Theft)</b>
<b>Criminal Mischief</b>	<b>Escape</b>	<b>Evading Arrest</b>
<b>Failure to Stop</b>	<b>Harassment</b>	<b>Hit and Run</b>
<b>Indecent Exposure</b>	<b>Injury to Personal Property</b>	<b>Larceny</b>
<b>Petty Theft Possession of Controlled Drugs</b>	<b>Possession of drug paraphernalia</b>	<b>Possession of marijuana</b>
<b>Possession of Stolen Goods</b>	<b>Prostitution</b>	<b>Purchasing Alcoholic Beverages for a Child</b>
<b>Resisting Arrest</b>	<b>Sexual Offenses</b>	<b>Theft by Check</b>
<b>Trespassing</b>	<b>Unlawful Sales to Minors (Alcohol and Tobacco)</b>	<b>Vandalism</b>
<b>Violation of Probation</b>	<b>Violation of Protective Order</b>	<b>Welfare Violation</b>



***Background Check Rule***  
***Attachment A, cont'd.***

3. Time Restrictions Calculation: All hiring time restrictions for felony convictions are calculated from the date of release from incarceration.
4. Pending Charges: An individual charged with a disqualifying offense may not be hired, retained, or placed with IUSA while any known charge(s) is\are pending. The individual may be considered for placement if exonerated of the charge(s).
5. Outstanding Warrants: An individual with an outstanding warrant for a disqualifying offense may not be hired, retained, or placed with IUSA until the warrant has been dismissed.
6. Failure to Disclose: Any individual or Contractor who fails to disclose any felony and/or misdemeanor conviction(s) prior to the Contractor's submission of such individual's or Contractor's criminal background information may not be hired, retained, or placed with IUSA.
7. Non-Disqualifying Offenses: A conviction of one of the following offenses within a five (5) year period (as long as the offenses did not occur within the previous twelve (12) months, and there are no other convictions for any other disqualifying offense:
  - Breach of Peace
  - Disorderly Conduct
  - Failure to Appear
8. Motor Vehicle Report (MVR): The following MVR check is required prior to hiring, retaining, or placing any Contractor or Contractor Representative in a position that requires the operation of a motor vehicle on behalf of IUSA:
  - I. Disqualifying Criteria:
    - a. Invalid, suspended, or revoked drivers license;
    - b. One (1) conviction of driving under the influence (DUI) within the preceding year; two (2) or more DUI convictions, no time limit;
    - c. Three (3) or more moving violations within the preceding three (3) years;
    - d. Any accumulation of suspensions of over one (1) year in length within the preceding three (3) years;
    - e. More than two (2) accidents with indication of fault within the preceding three (3) years.
9. Debarment Lists: All Contractors and Contractor Representatives shall be checked against the debarment/exclusion lists maintained by the following agencies:
  - Federal Department of Health and Human Services;
  - General Services Administration
  - Federal Food and Drug Administration.

## Attachment A – Foreign Background Checks

### Background Check Criteria

1. Minimum Requirements: A background search shall consist of the following minimum elements for non US Citizens:

**NERC CIP Access. When IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is required, the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.**

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identify. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

**Non CIP Access. When IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is not required, the background check needs to include the following:**

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.
- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work for Iberdrola USA (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

2. Disqualifying Offenses: Any past convictions for a crime shall generally require disqualification of a Contractor or Contractor Representative, based upon the nature of the work

or services and the access required to perform such work or services and consistent with, and to the extent permitted by, applicable law.

## **Attachment B – Domestic Background Checks**

### **Contract Language**

**Direction:** The following provision must be added to all contracts with Contractors subject to this Background Check Policy:

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, “Representatives”), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, “Contractor Representatives”). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor’s obligations with respect to required background checks shall include those obligations specified for Contractor in the Iberdrola USA –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Policy is incorporated herein and made part of this Agreement by reference (the “Rule”). Background checks are to be conducted using the Contractor’s background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

- a. Social Security Number Verification
- b. Motor Vehicle Report
- c. Prohibited Parties Database Search\Debarment Lists
- d. County Criminal History Search in each county where a Contractor or Contractor Representative has resided during the seven (7) years preceding the search.
- e. National Sex Offender Registry.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within

three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

## **Attachment B – Foreign Background Checks**

### **Contract Language**

**Direction:** The following provision must be added to all contracts with Contractors subject to this Background Check Policy:

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, “Representatives”), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, “Contractor Representatives”). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor’s obligations with respect to required background checks shall include those obligations specified for Contractor in the Iberdrola USA –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Rule is incorporated herein and made part of this Agreement by reference (the “Rule”). Background checks are to be conducted using the Contractor’s background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

**NERC CIP Access. If applicable (i.e., when IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is required), the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.**

- For someone who has resided and/or worked outside of Spain in the last 7 years, the contractor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identify. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

**Non CIP Access. To comply, the background check needs to include the following:**

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background**

**Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.

- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work for Iberdrola USA (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

## Iberdrola USA – Contractor Background Check Rule

### Attachment C

#### Contractor Certification Form

The undersigned agent of ( [REDACTED] ) certifies that the employees, contractors, or subcontractors listed below meet the requirements agreed to in Attachment B of the Rule.

It is the responsibility of the vendor to notify Iberdrola USA of all personnel changes to include additions as well as voluntary or involuntary terminations. Additions and voluntary terminations are to be communicated within seven (7) calendar days and involuntary terminations must be communicated immediately.

Employee Name	Employer	Date of Last Background Check

Further, I attest that the employees, contractors, or subcontractors listed above working for Iberdrola USA are in good standing and have been in good standing since their last background check.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Position