

CONNECTICUT DAS STANDARDIZATION TRANSACTION NUMBER 19PSX0026  
**MASTER AGREEMENT**  
**for Conservation and Load Management Plan**  
**Implementation at State of Connecticut Facilities**

“This Master Agreement (“MA” or “Contract”) is made as of the Effective Date by and between The United Illuminating Company for itself and as agent for The Southern Connecticut Gas Company and Connecticut Natural Gas Corporation (collectively, “UI” or “Contractor”) and the State of Connecticut, Department of Administrative Services (“DAS”), in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, UI and the DAS agree as follows (capitalized terms used herein and not defined in context are defined in section 22 hereof):

1. Term of MA: MA Extension. The MA will be in effect from the Effective Date through July 31, 2023. The parties, by mutual agreement, may extend this MA for additional terms beyond the original term but only in accordance with Section 2 of this MA.
2. Contract Amendments. No amendment to or modification or other alteration of the MA, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
3. Funding Mechanism. The funding mechanisms available hereunder for Qualified Projects will consist of two components (“Funding Package”):
  - (a) UI, as administrator of the Conservation and Load Management plan (“C&LM Plan”) programs, will pay or cause C&LM Plan to pay a percentage of the costs for each Qualified Project (“C&LM Incentive”), which percentage shall be more particularly identified and set forth in the Sample Project Approval Package for each Qualified Project (Exhibit A), attached hereto and made a part hereof, contains an example of a Project Approval Package to be used). The Project Approval Package shall include a completed and executed Financial Agreement for State of Connecticut Facilities (the “Financial Agreement”) in form and substance as more particularly set forth in Attachment 4 of Exhibit A hereto. The incentive levels available for Qualified Projects, including any future changes to such incentive levels, are set forth on the EnergizeCT website at [www.energizect.com](http://www.energizect.com), as may be modified from time to time; and
  - (b) the balance of the individual project cost not covered by the C&LM Incentive will be paid by the individual State agency for which the Qualified Project is being completed (the “State Agency”) to UI in accordance with the terms and conditions of the Financial Agreement, which shall include a payment term consistent with the term offered by the applicable C&LM Plan program.

4. Qualified Projects. Qualified Projects will be energy efficiency and energy management projects, including water conservation projects to the extent the water conservation project provides energy savings, and will be eligible for the services of the C&LM Plan programs, including, technical assistance and services, and approved via the processes set forth herein based on need, energy savings and available funding. Qualified Projects are subject to review by the participating State Agency, DEEP, and, as applicable, DAS Division of Construction Services (“DCS”).
5. Process. The State Agency shall coordinate with UI and DEEP to ensure that each Qualified Project submitted is appropriate for the Funding Package, utilizing a process as contemplated herein to be as follows:
  - (a) The State Agency shall initiate a project screening process by submitting a project request form to DEEP. The screening process to determine which facilities are appropriate for the Funding Package may include, but need not be limited to, the use of the technical review process for the Lead by Example Program or billing analysis of electric and natural gas accounts.
  - (b) Once the State Agency, in consultation with DEEP or DCS, and UI determine that there is a potential for energy savings, and DEEP has confirmed in writing that it agrees with this assessment, then an eligible and participating State or UI vendor (the “Vendor”) will be assigned to conduct an energy audit and facility assessment and prepare a proposal (the “Customer Assessment”) of the subject State building (See Exhibit A, Attachment 1, Project Executive Summary for a sample of a Customer Assessment detailing the type of information to be provided for each project that will be utilized). The State Agency or UI will assign a Vendor for each project. Upon State Agency project approval the State Agency will notify the Vendor in writing to proceed.
  - (c) Once the Customer Assessment of the State building is completed by the Vendor, UI will review it for initial approval. UI will complete its review and either approve or reject the Customer Assessment within ten (10) Business Days of its completion by the Vendor.
  - (d) If approved by UI, UI will submit the Customer Assessment, and the Funding Package to DEEP and the Project Executive Summary (the “Project Executive Summary”) (see Attachment 1 of Exhibit A for a sample of the Project Executive Summary detailing the type of information to be provided for each project that will be utilized) to the State Agency for final approval as a Qualified Project.
  - (e) If the State Agency, in consultation with DEEP and or DCS, approves the Qualified Project in accordance with the Customer Assessment and the Customer Application Agreement, the State Agency will provide to UI an approved Customer Assessment, a signed Customer Application Agreement, and a fully executed Funding Package including a Financial Agreement if applicable. The State Agency will then arrange the implementation of the Qualified Project by the UI Vendor following standard practices

as such standard practices are approved, amended or modified by DEEP from time to time.

- (f) UI shall ensure its Vendor will sign and provide the attached Exhibit D, Hold Harmless and Indemnification Agreement, to UI, and sign and provide the attached Exhibit E, Release Hold Harmless and Indemnification Agreement to the State Agency before commencing work on the Qualified Project.
  - (g) Should the Vendor or UI request changes or additions to the work for any Qualified Project, the Vendor and/or UI shall not implement such changes or additions until they receive prior written approval of the same from the State Agency after the State Agency consults with DCS or DEEP. The request from the Vendor or UI will be in the form of a revised Customer Assessment, Funding Package, and Customer Application Agreement.
  - (h) Should the State Agency request changes or additions to the work for any Qualified Project, such request shall be made in writing to the Vendor and/or UI, which shall not unreasonably withhold approval of such change or additional work, provided such request is consistent with the conservation intent of this MA and the directives of DEEP. UI will arrange for the approved changes or approved additional work in the form of a revised Customer Assessment, Funding Package, and Customer Application Agreement. In the event UI refuses to approve a requested change and the State Agency disputes such refusal, the parties shall attempt to resolve that dispute in accordance with Section 14 of this MA.
6. Acceptance of Performance by UI Vendor. UI shall not accept the Vendor's work unless and until (a) it receives written approval from the State Agency indicating it is satisfied with the work, which approval shall not be unreasonably withheld, (b) any damage done to State buildings as a result of the work has been repaired by its Vendor, and (c) UI assigns to the State Agency all supplier warranties and guarantees that it has received from the suppliers of information, materials and equipment, pursuant to an agreement in form and substance satisfactory to the State Agency. In no case shall UI accept the Vendor's work where the State Agency gives written notice within thirty (30) days following the completion of the work that it is unsatisfied with the work performed or the product installed.
  7. Dissatisfaction. If the State Agency, in consultation with DCS and or DEEP, is dissatisfied with the Vendor's performance or no longer desires that the services be provided for a particular Qualified Project, it shall provide UI with notice in writing of its dissatisfaction including reasons for such dissatisfaction or desire for termination. UI must then discuss with the State Agency an appropriate remedy for the unsatisfactory performance and shall make commercially reasonable efforts to implement a remedy. In the event a remedy is not agreed upon, UI and the State Agency shall enter into negotiations as set forth in Section 14.
  8. Discontinuance. In the event that the State Agency no longer desires that services be provided by the Vendor, UI shall notify the Vendor of the intent to discontinue services under this MA. In the event that the State Agency wishes to terminate a Qualified Project that has already commenced, the State Agency shall be responsible only for the costs

reasonably incurred by Vendor prior to termination.

9. Failure to Comply with Codes. If DCS or the State Agency at any time during the term of this MA notifies UI in writing that it believes that the UI Vendor failed to perform its work in accordance with all Federal, State, and local statutes, ordinances, rules, regulations, and orders applicable to the work, including the applicable building and fire codes, DCS or the State Agency shall set forth the provisions of such codes with which it believes the Vendor has not complied. UI shall take commercially reasonable steps to work with the Vendor to ensure that the work is timely brought into compliance and may take other reasonably appropriate action as it, DCS, or the State Agency deems necessary.
10. Failure to Conform to Specifications. If the State Agency at any time during the term of this MA notifies UI in writing that it believes the work, equipment or materials performed or supplied by the UI Vendor are defective or do not conform to the required specifications, UI shall discuss the available options to correct the deficiencies and nonconformity with the State Agency. Upon the State Agency's approval of an appropriate remedy, UI shall take any and all commercially reasonable actions necessary or appropriate to correct the deficiencies and nonconformity as are acceptable to the State Agency. If the parties fail to agree on corrective action, then they shall enter into negotiations and, if appropriate, pursue arbitration as set forth in Section 14.
11. UI Contracts with UI Vendor. Nothing herein relieves UI from enforcing the terms and conditions of any contract it may have with the Vendor. If in the reasonable determination of the State Agency the terms of any Exhibits conflict with any of those in this MA, the terms in this will govern.
12. Withholding of Payment. The State Agency shall not be obligated to make a payment under this MA, unless and until any issues it may have raised under Section 7 through 10 of this MA have been resolved to the reasonable satisfaction of the State Agency. If the State Agency intends to withhold such payment, it shall provide UI with written notice of its intent to withhold payment. If UI disputes the reasonableness of the State Agency's withholding of payment, UI may withhold approval of any or all further projects until the payment dispute is resolved (provided that any on- going Qualified Projects at that time shall be pursued to their completion).
13. C&LM Plan. UI is not responsible for any costs or damages incurred by the State Agency if funding for this program or C&LM Plan is reduced or eliminated by the State, DEEP or PURA.
14. Disputes. UI and the State Agency in consultation with DCS and DEEP, shall endeavor to resolve any disputes arising from or relating to this MA, including, but not limited to, payments, work, equipment or materials issues, by negotiation. If the parties are unable to resolve the dispute through negotiation, the parties shall attempt to resolve the dispute

utilizing PURA's alternative dispute resolution staff. If a resolution is reached in this manner, it shall be nonbinding. UI reserves the right to not approve any proposed Qualified Projects under this MA, pending resolution of any disputes between the parties pursuant to this MA.

15. Termination for Convenience. Upon at least thirty (30) days' prior written notice to DAS, UI may terminate this MA for convenience, in whole or in part. In this event, UI shall pay from C&LM Plan programs, the unit or pro rata price for the performed and accepted portion of any Qualified Project, provided that the total compensation does not exceed the total amount of the Qualified Project as set forth in the Customer Assessment. No allowance will be made for anticipated profits. UI shall not be liable for any consequential or incidental damages under this MA.
16. No Guarantee of Savings. UI does not guarantee that any State Agency facility's actual savings will occur at the level projected in an energy analysis report, audit, and/or Customer Assessment. Factors that are impossible to predict, such as facility expansion, cutbacks, or weather changes, all may impact a facility's future electric energy use. UI reserves the right to perform, at its own expense, and within (2) two years of project completion, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The State Agency shall provide information on the individual Qualified Project as deemed reasonably necessary by UI to facilitate this evaluation.
17. Termination by UI for Failure to Comply. After giving a minimum thirty (30) days prior written notice to the State Agency, UI may terminate a Customer Assessment due to a State Agency's refusal or failure to comply with the Customer Assessment process set forth in this MA. UI shall not proceed with such termination provided the State Agency cures any failure within such thirty (30) day period or, if such failure cannot be cured within such period, is diligently working to cure the same.
18. Termination upon Notice. The State Agency may terminate a Customer Assessment by providing UI and Vendor written notice of its intent to terminate at least thirty (30) days prior to termination.
19. Project Approval. This MA does not represent UI's, DCS's or DEEP's approval of any specific conservation projects. No project will be undertaken until UI and the applicable State Agency, after consultation with DCS or DEEP, has approved the Customer Assessment for each individual project. If any State building project is undertaken or begun at the request or direction of the applicable State Agency prior to final receipt and approval of the Customer Assessment by UI and the State Agency, such project shall not be a Qualified Project hereunder eligible for C&LM Incentive funding.
20. No Relationship. (A) The relationship of the DAS, UI and the Vendor is that of independent contractors. None of the provisions of this MA is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the DAS, UI and the Vendor. No party, nor any of its respective officers, members, or employees, is intended to be or will be deemed to be the agent, employee, or representative of any other

party.

(B) This MA, including all Exhibits, constitutes the entire agreement between the parties respecting the subject matter contained herein and supersedes all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter.

21. Continuation of Qualified Projects. All projects approved as Qualified Projects prior to the expiration date of the MA will be continued to completion with all the terms and conditions of this MA herein set forth remaining in full force and effect.

22. Definitions. As used in this Contract, the following capitalized terms shall have the following meanings:

(a) **Business Days:** Any day other than a Saturday, Sunday or day on which the offices of the State are not open for business (other than essential personnel).

(b) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(c) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(d) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, DAS or State.

(e) **Contractor Parties:** A Contractor's members, directors, trustees, officers, shareholders,

partners, managers, principal officers, representatives, agents, servants, consultants, employees, vendors or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

- (f) **Effective Date:** The approval date of this MA by the Connecticut Attorney General.
- (g) **Lead by Example Program:** An initiative administered by DEEP and DAS for the purposes of reducing energy use in State buildings serviced by UI to meet the conservation requirements as described therein.
- (h) **Project Approval Package:** The proposal that UI receives from the Vendor for a particular Qualified Project and all documents attached to Exhibit A, including but not limited to a customer energy assessment, a project executive summary, any applicable financial on-bill payment agreement, and any and all documents required by UI and/or UI to implement any Qualified Project.
- (i) **Qualified Project:** An energy efficiency project which meets the UI C&LM Plan program requirements, the requirements of this MA, and the requirements of C.G.S. Section 16a-37u (b) regarding State buildings.
- (j) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- (k) **State:** The State of Connecticut, including DAS, all State Agencies, and any office, department, board, council, commission, institution or other agency of the State.
- (l) **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

23. Sovereign Immunity. The parties acknowledge and agree that nothing in the MA shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the MA. To the extent that this section conflicts with any other section, this section shall govern.

24. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three

of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

25. Effectiveness. This contract shall take effect after it has been fully executed by all parties and when it is approved as to form by the Office of the Attorney General of the State of Connecticut.

26. Non-discrimination. References in this section 26 to "Contract" shall mean this MA and references to "contractor" shall mean UI.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;



(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical

disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation or a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a- 56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

27. Whistleblowing. This Contract may be subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The

State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

28. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
  - (a) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
  - (b) The Contractor represents and warrants that each of its Affiliates has vested in the

Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

29. No Waiver of Legal Rights. Nothing in this MA shall prevent DCS, DAS or the State Agency from pursuing legal action against a contractor performing work on State buildings pursuant to this MA.

(a) No waiver of any breach of this MA shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

30. Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under

this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

31. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty- four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor

shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Contract concerning the obligations of the Contractor as a business associate (as such term is defined in § 45 C.F.R. 160.103) of DAS.

32. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

33. Forum: Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

34. Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this MA expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set

forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

35. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.



- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

36. Termination.

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Termination Upon Notice section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DAS all Records. The Records are deemed to be the property of DAS and the Contractor shall deliver them to DAS no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of all property directly or indirectly related to this MA and all associated documents and instruments. Except for any work which the Agency directs the Contractor to perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) All applicable State Agencies shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its performance rendered and accepted by such State Agencies, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the State Agencies

are not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS, or any replacement contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to DAS all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as DAS may request.

(f) For breach or violation of any representations or warranties made by the Contractor under this Contract, DAS may terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS or the State.

37. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

In witness whereof, the parties have caused this MA to be executed by their duly authorized representatives as of the date first written above.

The United Illuminating Company

By: Scott Baker

Name: Scott Baker

Title: Vice President, Customer Service

Date: 12/21/20

State of Connecticut Department of  
Administrative Services

By: Josh Geballe

Name: Josh Geballe

Title: CT DAS Commissioner

Date: December 14, 2020

Approved as to form:  
By the Office of the Connecticut Attorney General

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

Title: Assistant Deputy Attorney General

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

19PSX0026, Exhibit A Sample Project Approval Package

**Exhibit A, Attachment 1 Project Executive Summary**

**Exhibit A, Attachment 2 Lighting Project Summary Sample**

**Exhibit A, Attachment 3 Non-Lighting Project Summary Sample**

**Exhibit A, Attachment 4 Financial Agreement for State of Connecticut  
Facilities**

19PSX0026 Exhibit A, Attachment 1, Project Executive Summary  
Sample

<<VENDOR NAME>>

<<Vendor Address>>

Phone: (XXX)XXX-XXXX

Month XX, 20XX

<<Customer Name>>

<<Customer Address>>

<<Town, State, Zip>>

Contract Account #: XXXXXXXXXXXXX

Attn: <<Contact Name>>

End Use: **Incentive Bonus/cap**

Business area(s) serviced: **INCENTIVE CAP,2020 STIMULUS COMP BONUS**

Estimated Incentive \$ 6,593.00

End Use: **Lighting**

Business area(s) serviced: **FIXTURES & RETROFITS,INTEGRATED CONTROLS**

Lighting Cost:	Material	\$ 20,262.91
	Labor	\$ 5,137.64
	Subtotal for Lighting	\$ 25,400.55
	Estimated Incentive	\$ 7,283.00
<i>Estimated:</i> ->	<i>Annual Energy Savings</i>	<i>25,229 kWh</i>
->	<i>Annual Dollar Savings, Electric</i>	<i>\$ 5,045.00</i>
->	<i>Annual Dollar Savings, Total</i>	<i>\$ 5,045.00</i>
->	<i>Pay Back</i>	<i>3.5 years</i>

<<VENDOR NAME>>  
<<Vendor Address>>  
Phone: (XXX)XXX-XXXX

<b>Project Cost:</b>	Non-Taxable Material costs	\$0.00
	Total Material costs	\$20,262.91
	Labor costs	\$5,137.64
	Project Subtotal	\$25,400.55
	Total Cost	\$27,013.48
	Approved UI Incentive	\$13,876.00
	<b>Net Total Cost</b>	<b>\$11,524.55</b>
		Monthly Payment (26)

  

<i>Estimated: (may include adjustments)</i>	-> Annual Energy Savings	25,229 kWh
	-> Annual Dollar Savings, Electric	\$ 5,045.00
	-> Annual Energy Savings	0 Ccf
	-> Annual Dollar Savings, Gas	\$ 0.00
	-> Annual Dollar Savings, Total	\$ 5,045.00
	-> Pay Back	2.6 years

**CUSTOMER:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE UNITED ILLUMINATING COMPANY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Exhibit A, Attachment 2, Lighting Project Summary sample

<b>Customer Information:</b>	State Agency Example
Address:	123 Main St
Contact:	John Smith
Phone:	203-499-9999
Email:	john.smith@ct.gov

<b>Contractor Information:</b>	SBEA Vendor
Contact:	Jane Doe
Phone:	203-499-4444
Email:	jane.doe@sbea.com

### Installation Description

Installation Before	Installation After
---------------------	--------------------

Zone:	Exterior				
Location:	Parking Lot				
Description:	Wall Packs				
Quantity:	10	Watts:	90	Hours:	4,380

Type:	Wall Pack				
Description:	52 Watt - 123XG-RD-LQ Model/Brand Identifier				
Quantity:	10	Watts:	52	Hours:	4,380
Controls					
High-End Trim:	None	Occupancy:	None	Daylighting:	
Photocell:	Yes				

Measure:	New Fixture
----------	-------------

Estimated Annual Savings				Install Cost (Pre-Tax)
kWh	Summer kW	Winter kW	Estimated Electric Savings	

kWh	Summer kW	Winter kW	Estimated Electric Savings	Install Cost
1,670.6	0.006	0.254	\$ 304.14	\$ 4,807.48

Customer Signature	
Printed Name	
Title	
Date	
Signature	
Printed Name	
Title	
Date	

Vendor Signature	
Printed Name	
Title	
Date	



## 19PSX0026 Exhibit A, Attachment 3, Non-Lighting Project Summary sample

<b>Customer Information:</b>	State Agency
Address:	123 Main St
Contact:	John Smith
Phone:	203-499-9999
Email:	john.smith@ct.gov

<b>Contractor Information:</b>	SBEA Vendor
Contact:	Jane Doe
Phone:	203-499-4444
Email:	jane.doe@sbea.com

Installation Description		
Facility Type	Total SQFT	Total Conditioned SQFT

Estimated Annual Savings				
kWh	Summer kW	Winter kW	CCF	Peak Day CCF

<b>Set Back Thermostat</b>	
Heating Type:	Gas
Occupied Hours per Week:	45

Cooling?:	Yes
Cooling Tons:	10
Heating MBH:	400

kWh	Summer kW	Winter kW	CCF	Peak Day CCF
1,178.3	0.000	0.000	790.2	37.7

Customer Signature	
Printed Name	
Title	
Date	

Vendor Signature	
Printed Name	
Title	
Date	

Totals				
kWh	Summer kW	Winter kW	CCF	Peak Day CCF
1,178.3	0.000	0.000	790.2	37.7

UI Signature	
Printed Name	
Title	
Date	



**MA 19PSX0026 Exhibit A, Attachment 4**

**Financial Agreement for State of Connecticut Facilities**

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

Project number: \_\_\_\_\_

The undersigned State Agency Representative requests that The United Illuminating Company (UI), as manager of the State of Connecticut Energy Efficiency Fund (“CEEF”), undertake the installation of energy-efficient products and services at the State Agency Facility specified. UI and the State Agency acknowledge that, upon completion of the installation of energy-efficient products and services, UI post-installation inspection and project completion verification, and the State Agency’s signature below, the State Agency shall pay to UI the Total Project Cost less the CEEF Incentive funding in equal monthly payments, with a 0% interest rate applied to any outstanding balance, over the term and as set forth below. UI is not responsible for any costs or damages incurred by the State Agency if CEEF funding is reduced or eliminated by the State of Connecticut, including, but not limited to, changes in state law or regulations, and orders or directives of the Connecticut Department of Public Utility Control.

Total Project Cost	\$
Incentive	\$
State Agency Loan Amount	\$
State Agency Monthly payment	\$
Number of months	\$

**Authorized State Agency Representative**

Service Location Address and UI Account Number: \_\_\_\_\_

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

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

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

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

**UI Authorized Vendor Representative**

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

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

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

Date: \_\_\_\_\_ Vendor Address, Phone Number and Federal Tax ID Number:

---

Vendor has verified that the State Agency Project location has a valid UI account number.

Yes: \_\_\_\_\_ (check mark if verified)

State Agency Billing Selection:

State Agency has selected making Project cost payments on their monthly UI electricity account invoice: \_\_\_\_\_ (check mark if payment method is selected)

State Agency has selected making Project cost payments on a separate UI monthly invoice \_\_\_\_\_ (check mark if payment method is selected)

**Approved of and Authorized by The United Illuminating Company Representative:**

The United Illuminating Company

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

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

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

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



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil Penalties** – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties** – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

## 19PSX0026 EXHIBIT D

### Release, Hold Harmless and Indemnification Agreement

This **Release, Hold Harmless and Indemnification Agreement** (“Agreement”), is made as of \_\_\_\_\_, 20\_\_, and is by \_\_\_\_\_ (“VENDOR”) for the benefit of The United Illuminating Company (UI), its parent, affiliates, employees and agents, as set forth herein.

#### WITNESSETH:

WHEREAS, the VENDOR has been selected by UI to perform energy efficiency services in certain State of Connecticut (“State”) buildings as part of a State Buildings Program (“Program”) which include, but are not limited to, assessments of State buildings and the installation of energy saving measures such as lighting, lighting controls, HVAC controls, HVAC tune-ups, and other energy efficiency improvements and tasks defined in the Scope of Work associated with the Program (“Work”);

WHEREAS, UI is willing to award Work to Contractor provided that the VENDOR agrees to waive any liability of UI and to indemnify and hold UI harmless from any liability that may arise as a result of the performance of the Work, and agrees that VENDOR, and not UI, is directly responsible to the State for Work and any liabilities arising from Work; and

WHEREAS, the VENDOR, on behalf of itself and its successors assigns and agrees to the conditions herein.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the VENDOR does hereby agree as follows:

**1. Release and Waiver:** The VENDOR hereby releases, waives, relinquishes, absolves, and discharges UI, its parent and affiliates and its and their employees, agents, officers and directors from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the Work awarded to VENDOR by UI including, without limitation, any injuries or damages that the VENDOR and the employees, contractors, subcontractors, invitees and guests of the VENDOR may suffer or incur in connection with the performance or nonperformance of the Work.

**2. Hold Harmless/Indemnification:** The VENDOR shall defend, hold harmless, and indemnify UI, its parent and affiliates and its and their employees, agents, officers, directors, and trustees from and against any and all liability, losses, claims, damages, costs, attorney(s) fees (at trial or on appeal) and expenses of whatever kind or nature which UI may sustain, suffer or incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees, and guests of the VENDOR arising out of or related to the Work by the VENDOR.

3. **Responsible to State:** The VENDOR agrees that VENDOR, and not UI, is responsible to the State for Work and any liability arising from said Work.

IN WITNESS WHEREOF, VENDOR, by its duly authorized agent, has executed this Agreement as of the date set forth above.

VENDOR:

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

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

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

**Release, Hold Harmless and Indemnification Agreement**

This Release, Hold Harmless and Indemnification Agreement (“Agreement”), is made as of \_\_\_\_\_, 20\_\_, and is by \_\_\_\_\_ (“VENDOR”) for the benefit of the State of Connecticut and any office, department, board, council, commission, institution or other agency of the State of Connecticut (collectively “State”).

**WITNESSETH:**

WHEREAS, the VENDOR has been selected by The United Illuminating Company (UI) to perform energy efficiency services in certain State of Connecticut (“State”) buildings as part of a State buildings program (“Program”) which includes, but is not limited to, assessments of State buildings and the installation of energy saving measures, such as lighting, lighting controls, HVAC controls, HVAC tune-ups, and other energy efficiency improvements and tasks associated with the Program (“Work”);

WHEREAS, UI is willing to award Work to VENDOR provided that the VENDOR agrees to waive any liability of the State and to indemnify and hold the State harmless from any liability that may arise as a result of performing the Work;

WHEREAS, the VENDOR, on behalf of itself and its successors and assigns, agrees to the conditions herein.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the VENDOR does hereby agree as follows:

- 1. Release and Waiver:** The Vendor, on its own behalf and on behalf of all and each of its respective past and present officers, directors, members, managers, officials, divisions, employees, agents, representatives, insurers, attorneys, consultants, affiliates and assigns, and every person and entity who has or claims to have legal rights through such party (all of the foregoing collectively are “Releasers”), does hereby release and forever discharge the State of Connecticut and all and each of its respective past and present departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, managers, officials, elected representatives, employees, agents, representatives, insurers, attorneys, consultants, instrumentalities or political subdivisions and their respective predecessors and successors in interest, (collectively “Released Parties”), of and from any and all claims, liabilities, demands, actions, and causes of action, of every kind and nature whatsoever, whether known or unknown, existing or not existing, asserted or unasserted, liquidated or unliquidated, absolute or contingent, direct or derivative, in law or in equity, which the Releasers have ever had, presently have, or may have or claim to have, against the Released Parties, or any of them, by reason of any matter, event, cause or thing whatsoever arising out of, based in whole or in part upon, relating to, or existing by reason of a certain Master Agreement for Conservation and Load Management Plan Implementation at the State of Connecticut Facilities, entered

into between UI and the State ("Master Agreement"). The Releasors attest that they understand the meaning and effects of this Release, and that they have had opportunity to seek the advice of legal counsel before executing this Release in order to resolve any doubts or confusions about this Release's meaning or effects.

## **2. Indemnification:**

- (a) The Releasors shall indemnify, defend and hold harmless the Released Parties from and against any and all (1) Claims (defined below) arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Releasors; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Releasors shall use counsel reasonably acceptable to the State in carrying out its obligations in this Agreement. The Releasors' obligations under to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any document or instrument, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in performing the Master Agreement.
- (b) The Releasors shall not be responsible for indemnifying or holding the Released Parties harmless from any liability arising due to the negligence of the Released Parties or any other person or entity acting under the direct control or supervision of the Released Parties.
- (c) The Releasors shall reimburse the Released Parties for any and all damages to the real or personal property of the Released Parties caused by the Acts of the Releasors. The Released Parties shall give the Releasors reasonable notice of any such Claims.
- (d) The Releasors' duties under this Agreement shall remain fully in effect and binding throughout the term of the Master Agreement, and during the time that any provisions survive its term, without being lessened or compromised in any way, even where the Releasors are alleged or are found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Released Parties are alleged or are found to have contributed to the Acts giving rise to the Claims.
- (e) The Releasors shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive its term, sufficient general liability insurance to satisfy its obligations under this Agreement. The Releasors shall cause the State of Connecticut to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the effective date of the Master Agreement evidencing that the State is an additional insured. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the effective date during the Master Agreement term. The Released Parties shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Released Parties are contributorily negligent.
- (f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.
- (g) Claims means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.



IN WITNESS WHEREOF, VENDOR, by its duly authorized agent, has executed this Agreement as of the date set forth above.

VENDOR:

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

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

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

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

WITNESSES:

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

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

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Before me, the undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, as such \_\_\_\_\_ and signer of the foregoing document, acknowledged the execution of the same to be his free act and deed individually and as such principal, and the free act and deed of said entity for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

Notary Public  
My Commission Expires:  
Commissioner of the Superior Court