Title: Eversource Procurement Manual

EVERSOURCE

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INTRODUCTION

This Procurement Manual provides procedural guidance to support the Eversource Procurement Policy. It outlines detailed processes, roles, and governance expectations for the procurement of goods and services across Eversource Energy and its subsidiaries. This Manual is aligned with the Eversource Procurement Policy and other corporate policies to ensure compliance, consistency, and transparency.

Eversource Energy Service Company Procurement provides procurement services on behalf of Eversource Energy companies for Normal Goods and Services. These companies include The Connecticut Light and Power Company ("CL&P"), Public Service Company of New Hampshire ("PSNH"), Yankee Gas Services Company ("Yankee Gas"), NSTAR Electric Company, NSTAR Gas Company, Eversource Gas Company of Massachusetts and certain other Eversource Energy Affiliates, each of which is doing business as Eversource (collectively the "Company").

Eversource's Procurement organization is authorized to enter into agreements with Suppliers who provide the Eversource companies with Normal Goods and Services in accordance with the Delegation of Authority Policy. Except as otherwise provided in this Manual, Procurement is responsible for the overall sourcing and contracting process, which includes but is not limited to the qualification of Suppliers, obtaining bids, bidder communication, bid evaluation, negotiations with Suppliers, and the procurement process.

This Manual will be reviewed annually in conjunction with the NSE31 review to ensure that its procedures are consistent with current Procurement policies and practices. Revisions to this Manual will be issued, as appropriate, upon approval by the Vice President of Supply Chain and Property Management. The Director of Procurement is responsible for the implementation of this procedure.

Within this document, there are statements specific to Eversource companies driven by differences in local regulations.

2 DEFINITIONS

2.1 **Agreement** – A collective term referring to a legally binding arrangement between one or more Eversource companies and a Supplier for the provision of goods, materials, equipment, and/or services. An Agreement typically consists of:

(a) General Terms and Conditions (GTCs);
(b) Special Terms and Conditions (if applicable);
(c) Scope of Work or Specifications;
(d) Purchase Order and/or Contract Document (referred to as the "Order");
(e) Applicable Safety, Environmental, and Regulatory Documents; and
(f) Any other relevant documentation (e.g., Supplier Proposal, Insurance Certificates, Performance Security Instruments).

2.2 **Authorized Representative of Eversource** – An individual who holds delegated authority as defined by Eversource's Corporate Delegation of Authority Policy, authorized to initiate, approve, or amend procurements and associated documentation.

2.3 **Ariba** – Eversource's designated electronic sourcing and contracting platform for Competitive Bid events and Contract management.

2.4 **Bidders** – Suppliers that participate in a competitive bid process based on Eversource procurement's requests for information, proposals, quotes, and on-line auctions.

2.5 **Blanket Contract** – A contract that authorizes multiple transactions for specified goods or services over a defined period, up to an authorized spending limit. Blanket Contracts streamline the procurement of frequently used items and are governed by standard terms, pricing schedules, and usage parameters.

2.6 **Confidential Information** – Confidential information may include without limitation, (a) proprietary business information of Eversource or Supplier; (b) the personal information of customers and employees; and (c) confidential infrastructure information (e.g., Critical Energy Infrastructure information (CEII), Critical Infrastructure Protection (CIP), and including all information defined as confidential information in the Record and Information Management Policy.

2.7 **Confirming Order** – A Purchase Order issued after goods or services have been provided in response to an Emergency where standard procurement processes could not be followed in advance due to immediate operational need. Confirming Orders are used to retrospectively formalize a purchase and ensure proper documentation, approval, and compliance.

2.8 **Consultant** – See Supplier. The term "Consultant" is used interchangeably with Supplier, Contractor, and Vendor.

2.9 **Contract** – A legally enforceable agreement between Eversource and a Supplier outlining mutual obligations and terms for the delivery of goods or services. Contracts may be structured as Master Agreements, Sub Agreements, or Standalone Agreements and are typically stored and managed within the Ariba platform, subject to limited exceptions.

2.10 **Contractor** – See Supplier. The term "Contractor" is interchangeable with Consultant, Vendor, and Supplier.

2.11 **Contractor Compliance Agreement** – Agreement between Eversource and Contractors for use with all equipment, services, and personnel providing services for all equipment and services used for Eversource's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013.

2.12 **Competitive Bid -** A formal procurement process in which multiple Suppliers are invited to submit proposals or quotes for goods or services. Final selection is based on the best evaluated bid using predetermined commercial and technical criteria.

2.13 **Corporate Procurement Policy** – Corporate level policy statement that describes the guidelines and process for the procurement of all products and services for Eversource.

2.14 **Desktop Requisition (DR) -** An electronic request for a Material and/or Service entered into the Maximo ERP system for processing by Procurement.

2.15 **Emergency** – An unforeseen event, situation, or critical business need which may impact or disrupt essential operations or service and/or require goods or services necessary for immediate use in work that affects the health, safety and welfare of the public or Eversource personnel.

2.16 **General File** – The General File serves as the centralized repository for storing procurement transaction documentation—whether in electronic or hard copy format—related to a given Agreement. Responsibility for maintaining the General File rests with the assigned Procurement Agent.

This repository is typically represented by the Maximo ERP system, where documentation is stored under Purchase Order attachments, or by the Ariba Sourcing and Contracting platforms, where documentation resides within the respective Contract Workspace or Sourcing Project.

The General File must include all applicable documentation as outlined in Section 14 to ensure compliance with recordkeeping requirements and audit readiness.

2.17 **General Terms and Conditions ("GTCs")** – The standard contractual terms developed and maintained by Eversource Procurement that apply to Agreements issued by the company. These terms serve as the baseline legal and commercial framework for most contracts and may be modified or negotiated, as appropriate, based on the nature of the engagement and subject to Procurement and Legal review.

2.18 **Order** – A form generally employed to initiate a purchase which may include a description of the materials, equipment or services to be procured, the quantities, prices, discounts, delivery point, delivery dates, billing address, Procurement Agent's name, and other pertinent information. An Order takes the form of a purchase order release or a standard purchase order.

2.19 **Master Service Agreement (MSA)** - A comprehensive contract that defines the overarching legal and commercial terms between Eversource and a Supplier for a defined category of services or scope of work. Individual project-specific agreements or Blanket Agreements may be executed under the MSA through Sub Agreements or Purchase Orders.

2.20 **NSE31** – Statement of Procurement objectives, policies and procedures, filed annually with PURA. This statement is a public document and is available to Suppliers upon request.

2.21 **Normal Goods & Services** – Refers to goods and services routinely acquired to support Eversource's core utility operations, maintenance, capital programs, and service delivery to customers. This includes but is not limited to products, materials, equipment, tools, supplies and other operational or technical goods, and services related to construction, consulting, engineering and other professional or technical services, field services, information technology, and system operations. It excludes the categories identified in Section 3.2.

2.22 **Procurement Agent** – An individual within the Procurement function responsible for executing or supporting sourcing, contracting, and Supplier management activities. Job titles may vary, but functional responsibilities align with procurement operations.

2.23 **Procurement Director** – The Director of Procurement, or an authorized delegate acting within the scope of delegated authority, responsible for overseeing procurement operations, policy implementation, and governance across Eversource and its subsidiaries.

2.24 **Procurement Management** – The leadership team within the Eversource Procurement organization, including Managers, Directors, and the Vice President of Supply Chain & Property Management. This group governs strategic sourcing, compliance, and procurement alignment with corporate goals.

2.25 **Request for Proposal ("RFP", "RFI" or "Auction")** – Formal solicitation methods issued by Procurement to gather Supplier proposals, information, or pricing for goods or services. Includes Requests for Proposals (RFP), Requests for Information (RFI), and online Auctions.

2.26 **Requester** – An Eversource employee or business unit representative who initiates a procurement request to fulfill an operational, maintenance, or project-related need.

2.27 **Supplier** – An entity that provides goods, materials, equipment, or services to Eversource. The terms

"Consultant," "Contractor," and "Vendor" are used interchangeably with Supplier throughout this Manual.

2.28 **Supplier Issue Form** – A standardized form accessible via the Eversource Hub for employees to report concerns regarding Supplier performance, safety, ethics, or compliance. Forms are routed to Procurement and escalated to Legal, Compliance, or other stakeholders as appropriate.

2.29 **Technical Expert** – An individual within a business unit who possesses subject matter expertise relevant to a specific procurement. This individual is responsible for evaluating the technical qualifications of Suppliers and the suitability of proposed goods, equipment, or services.

2.30 **Time Critical Need** – An emergent procurement requirement that, while not classified as an Emergency, must be fulfilled within an immediate timeframe to avoid significant cost, schedule delays, regulatory non-compliance, or operational disruption.

3 POLICY AND APPLICABILITY

3.1 It is Eversource's policy to encourage and maintain competition for its business. Except as otherwise provided in this Manual, bids shall be solicited from as many qualified sources as are considered necessary to realize the objectives of (a) procuring required materials and services at the best evaluated cost to individual Eversource companies and the Eversource system as a whole, consistent with reliability, quality, service and availability; and (b) having such required materials and services available at the required place, in the required quantity and at the required time.

3.2 All procurement transactions by Eversource and its companies for Normal Goods and Services are subject to the requirements of this Manual, with the following exceptions:

- 3.2.1 Wholesale gas or energy supplies
- 3.2.2 Real Estate Acquisitions
- 3.2.3 Strategic Legal, Government Relations, Human Resource and Benefits and Treasury/Credit/Financing Services
- 3.2.4 Purchases for certain unregulated affiliates
- 3.2.5 Purchases issued to or pursuant to federal, state or municipal government entities or other regulated utilities

Any additional exceptions not explicitly identified must be approved in writing by the Director of Procurement or the Vice President, Supply Chain & Property Management prior to execution and documented in the General File.

4 ROLES & RESPONSIBILITIES

4.1 Procurement Director

- 4.1.1 Oversees implementation and enforcement of the Procurement Manual and Policy
- 4.1.2 Governs procurement strategy, risk management alignment, and Supplier governance programs (SRM, Vendor Risk)
- 4.1.3 Approves policy exceptions, major escalations, and tier designations

4.2 Procurement Team

4.2.1 Manages all sourcing, negotiation, and contracting activities

4.2.2 Maintains procurement systems (Ariba, Maximo ERP, etc.)

4.2.3 Facilitates SRM Program, including tier assignments and scorecard development

4.2.4 Ensures compliance with applicable policies, internal controls, safety and IT security requirements

4.2.5 Supports Supplier audits and claim resolution

4.2.6 Leads all commercial negotiations and communications with Suppliers during active sourcing and contracting efforts, except where documented exceptions apply.

4.3 Business Unit Leads

4.3.1 Define the scope of work, technical specifications and other business requirements in sufficient detail to minimize the need for unnecessary contract revisions and amendments.

4.3.2 Participate in Supplier evaluations and performance reviews, including input into selection decisions and ongoing monitoring.

4.3.3 Manage day-to-day Supplier performance, ensuring compliance with contract terms, project schedules, and deliverables.

4.3.4 Track and escalate any commercial, quality, safety, or risk-related issues to Procurement in a timely manner.

4.3.5 Ensure timely approval of invoices and maintain complete and accurate contract documentation for audit readiness.

4.3.6 Lead operational elements of the Supplier Relationship Management (SRM) Program, including performance input, continuous improvement feedback, and resolution of Supplier related issues.

Note: Business Units are not authorized to negotiate, commit, bind, and sign Contracts, Purchase Orders or other agreements for Normal Goods and Services, or changes, change orders, revisions, or amendments thereto, on behalf of Eversource Energy and its subsidiaries.

4.4 Legal/Compliance

4.4.1 Reviews and advises on contract terms, risks, and regulatory requirements

4.4.2 Supports development of legally compliant agreements

4.4.3 Assists and advises on Supplier disputes, terminations, or claims

4.4.4 Monitor adherence to legal and regulatory obligations (e.g., NERC, CIP, FAR, Buy America)

4.5 Audit

4.5.1 Periodically reviews procurement transactions, systems, and compliance

4.5.2 Validates adherence to competitive bidding, documentation, and exception processes

4.5.3 Provides recommendations to strengthen internal controls and reduce risk

PROCUREMENT PROCESS

5 REQUIREMENT IDENTIFICATION

5.1 The Requester shall contact Procurement to initiate the procurement process well in advance of a solicitation, if necessary, to allow for proper planning and execution. Requesters shall not negotiate or discuss pricing or other Agreement terms and conditions with Suppliers without the direct involvement of Procurement, regardless of the dollar value of their transaction.

5.2 Except when required to meet an Emergency, the Requester shall not authorize a Supplier to commence work until an Order has been issued. In the case of an Emergency, the Requester shall contact Procurement immediately to request an Order.

5.3 Procurement may refuse to issue Orders based on bids that have been developed, solicited, submitted or negotiated in a manner which is inconsistent with the requirements of this Manual. Procurement may require that any such requests be properly re-bid in accordance with all applicable Policies and Procedures prior to any award.

5.4 Once the procurement process has been initiated by Procurement, Requesters should coordinate all communications with Suppliers through Procurement until after the execution of an Agreement.

5.5 Once a contract is awarded, Requesters should notify Procurement of any circumstances which may require an amendment. Requesters should also notify Procurement promptly of any performance issues, safety concerns, or suspected policy violations related to Suppliers.

6 BUYING CHANNELS

Eversource uses a variety of buying channels to procure goods and services efficiently, in alignment with internal policies and external regulatory expectations. The appropriate channel is determined by the nature of the request, total value, contract coverage, and urgency.

6.1 Eversource Approved Procurement Buying Channels

The following chart outlines the approved procurement buying channels, their purpose, and the types of transactions each is intended to support

Channel Type	Description	Typical Use Cases
Catalog Purchase *(Maximo PO)*	Pre-negotiated items available from approved Suppliers through Eversource's electronic catalog system in Maximo.	Standard materials, office supplies, and tools with fixed contract pricing.
Blanket Purchase Order *(Maximo PO)*	An agreement with a capped total value allowing multiple releases over time for recurring services or goods from a single Supplier.	Repetitive services (e.g., snow removal) or materials used throughout the year.
Standalone Contract *(Maximo PO)*	A fully executed contract in Ariba tied to a Maximo PO for a specific scope of work or project.	Complex services, capital work, construction projects, or custom equipment.
Authorization for Payment (AFP)	Used for non-purchase order payments processed through Maximo where traditional PO issuance is not required.	Government fees, utility bills, permits, fines, or other approved payables.
Purchasing Card (P-Card)	Corporate-issued credit card governed by the P-Card Guidelines. Used for low-dollar, low-risk purchases that fall outside of standard channels.	Non-stock tools, ERP meals, ERP hotel stays, job-related books or subscriptions.
Employee Expense (Workday or Workforce)	Employee-submitted reimbursement for business-related out-of-pocket expenses processed through Workday or Workforce.	Travel meals, mileage, business entertainment, community event fees.

6.2 Emergency Procurement

Eversource recognizes that emergencies may arise where standard procurement processes cannot be followed due to an immediate and unforeseen risk to public safety, operations, system reliability, or critical infrastructure.
If a need meets the definition of an Emergency (see Section 2), and an Order is not already in place, the purchase may be supported by a Confirming Order.

6.2.1 Authorization and Initiation

- An Emergency Procurement may be initiated by the Requester when there is insufficient time to process a standard Desktop Requisition.
- The Requester must notify Procurement immediately and request that a Confirming Order be issued as soon as practical.
- If a Supplier is engaged before formal Procurement involvement, the Requester remains responsible for submitting a Desktop Requisition and supporting documentation as soon as possible.

6.2.2 Procurement Review and Confirming Orders

- Procurement may issue a Confirming Order to formally authorize the purchase after goods or services have already been delivered or initiated.
- The Procurement Agent is responsible for ensuring:
  - The purchase is properly documented and clearly linked to the Emergency in the PO record. If the value exceeds $50,000, appropriate justification and exception documentation must be added to the General File associated with Contract or Purchase Order.
  - The pricing is reasonable relative to market conditions.
  - The purchase is aligned with the project scope, where applicable.

7 SUPPLIER QUALIFICATION

The Supplier qualification process is intended to evaluate the risk associated with a Supplier, to collect key information and to determine the capabilities of a Supplier.

7.1 A prospective Supplier may receive an invitation to bid upon demonstrating its capability of supplying a product or service that will meet Eversource's standards and requirements, as determined by Eversource in its sole discretion.

7.2 Bulk Electric Systems (BES) and Cyber Systems Procurements: For all equipment and services that may be supplied by a prospective Supplier to be used for Eversource's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, such Suppliers shall be required to be qualified as CIP Contractors in accordance with Eversource Energy requirements (see Contractor Compliance Agreement).

7.3 For matters that require a specialized level of knowledge (e.g., environmental, safety or engineering

consultants, capital construction projects, etc.,) technical qualification shall be the responsibility of the Requester.

7.4 Suppliers may be disqualified from a particular procurement event or from doing business with Eversource for reasons deemed appropriate by Eversource in its sole discretion, including but not limited to:

7.4.1 Failure to comply with Eversource's Supplier Code of Business Conduct

7.4.2 Failure to meet technical or commercial qualifications

7.4.3 Unsatisfactory safety record

7.4.4 Unsatisfactory environmental record

7.4.5 Failure to perform services and/or product failure

7.4.6 Failure to participate in or meet bid requirements, including providing required information documentation, and/or attending pre-bid meetings, and/or responding to invitation to bid

7.4.7 Unprofessional conduct or unsatisfactory business relations

7.4.8 Supplier's own request to be removed.

7.4.9 Failure to satisfy Eversource's IT requirements as outlined in the Records and Information Management Policy.

7.5 In the event a Supplier is disqualified, the Procurement Agent shall document the reason for such disqualification. All Supplier disqualification documentation shall be deemed confidential company information and will be retained in the Procurement General Files.

7.6 Suppliers making initial contact with Eversource shall be directed to Procurement. This policy provides a single point of contact for Suppliers and preserves the integrity and continuity of the bidders' list. Employees outside Procurement should not provide pricing, commercial terms, or sourcing strategy information to prospective Suppliers.

8 COMPETITIVE BID

8.1 Except as otherwise provided in this Manual, all purchases—whether through Contracts or Purchase Orders—valued over $50,000 must be supported by one of the following:

- Competitive Bid: The procurement must be competitively bid, and the related bid evaluation criteria and supporting documentation must be recorded within the designated Eversource sourcing platform.
- Sole Source Justification: The procurement must be supported by a valid sole source rationale, evidenced by either:
  - a fully executed Sole Source Justification form (paper), or
  - a related or referenced approved Sole Source Desktop Requisition (DR) in Maximo.
- Documented Exception: A completed exception justification based on the criteria outlined in the current version of the Procurement Manual, including:
  - For Contracts: Use of the Procurement Exception Template to

document the applicable exception.

- For Purchase Orders: Entry of exception details using the designated log comment structure in the exception log.

8.2 All competitive bidding events must be conducted using Ariba, unless an exception is approved by Procurement Management. The Procurement Agent is responsible for maintaining all documentation in the Contract's General File.

8.2.1 In instances where a competitive bidding event is not conducted in Ariba, the Procurement Agent must document the rationale, including a description of the obstacles or constraints, within a formal Sourcing Project. The Sourcing Project must also include comprehensive supporting materials equivalent to those required for an Ariba event, such as:

- Supplier outreach and communication emails
- Supplier responses and proposals
- Bid evaluation criteria and scoring documentation
- Decision rationale and final selection summary

8.3 All communication between Eversource personnel and Suppliers during a competitive bidding event should be conducted through Ariba, except in cases approved under the exception process described in Section 8.2.1. This requirement ensures transparency, traceability, and auditability of the sourcing process. Activities such as pre-bid meetings, bidder interview and negotiations may be conducted outside of Ariba at the discretion of the Procurement Agent. Where conducted outside of Ariba, material communications and outputs must be summarized and uploaded to the Sourcing Project or General File.

8.4 Competitive bids must include multiple Suppliers and, where feasible, at least three (3) bidders. If any of the following conditions occur, award recommendation documentation explaining the rationale for the award decision(s) must be present in the General File of the Sourcing Event linked to the awarded contract workspaces:

- All, or multiple solicited Suppliers were awarded contracts
- A Supplier is awarded a contract without submitting a proposal
- A Supplier was disqualified from the event
- The Contract(s) awarded has a cumulative value of greater than $5M

In all cases, the Procurement Agent can and should negotiate as appropriate to protect Eversource's commercial interests.

8.5 In unique situations where a competitive bid was released and reveals that procurement has exhausted the ability to secure market competitive Suppliers, the priority of award will be to the Suppliers with the most competitive offering that are available and able to support the Eversource requirements.

8.6 A competitive bid may be used to support a Contract or an Of Choice Agreement Program, which may consist of numerous Master Agreements and/or Sub Agreement.

8.7 Procurement, after consultation with Requester(s), makes the final determination whether a prospective Supplier will be invited to bid on any specific procurement.

8.8 If the business elects to utilize an alternative Supplier(s) to the Supplier(s) that were determined to be the best evaluated proposal(s), they will need a sole source justification to support that purchase if the value is greater than the competitive bidding threshold.

8.9 Competitive bids resulting from formal RFPs with a bid closing date are to be submitted and received as specifically required by the RFP. Any failure to comply with bid submission requirements may result in disqualification of the bid. All Bids submitted shall be held unopened, by or under the direction of the Procurement Agent responsible, until after the closing date.

8.10 All bidders shall be notified if a bid date is to be extended.

8.11 Bidders shall not submit revised or improved bids after the closing date unless authorized to do so by the responsible Procurement Agent or Procurement Management.

8.12 After the closing date, the Supplier proposals or quotations shall be opened and evaluated by or under the direction of the responsible Procurement Agent.

8.13 Procurement reserves the right to request additional bidder information at any time during the bid evaluation process.

8.14 Additional Suppliers may be added to the bidders list prior to the bid due date or a mandatory pre-bid meeting. After either has passed, additional Suppliers may only be added if:

- A second round of bidding is initiated, or
- The existing RFP is cancelled and reissued.

8.15 Except for energy efficiency programs funded by Eversource customers, as applicable, Eversource does not make any public announcement or public advertisement of its procurements nor are public sealed bid openings held. All such information is considered commercially confidential.

8.16 The evaluation of a Competitive Bid will be based solely on objective commercial and technical criteria applied consistently to all Suppliers.

8.17 Non-competitive bid procurements may include the following:

8.17.1 Strategic Professional Services, including but not limited to Advertising and Crisis Communication

8.17.2 Purchase Orders or Contracts issued pursuant to federal, state or municipal regulation (e.g., payments into a state fund required by the NERC, PURA, DPU or PUC).

8.17.3 Purchase Orders or Contracts issued for the primary purpose of making payments to parties other than Suppliers (e.g., Energy Efficiency rebate programs).

8.17.4 Purchases of software applications, hardware, annual maintenance contracts, and other information technology already licensed or owned by Eversource and approved by Information Technology for use.

8.17.5 Purchases of items valued at $50,000 or less, or otherwise so low in value, that the cost of obtaining competitive bids would be disproportionate to any savings that a competitive bid process might produce.

8.17.6 Purchases valued over $50,000 for which a review of the marketplace demonstrates that only one viable Supplier is technically and commercially capable of providing the required goods or service. In such cases, a Sole Source Justification Form must be completed and approved in accordance with the Sole Source Process as defined in section 10.

8.17.7 Purchases for which the Chairman, President & Chief Executive Officer, EVP and Chief Operating Officer, EVP and General Counsel, EVP and Chief Financial Officer, EVP Human Resources, EVP Customer and Corporate Relations or a member of the Board of Trustees has determined that the use of a particular Supplier is necessary for strategic, confidential or essential projects.

8.17.8 The purchase of hotel and catering services.

8.17.9 Material represented by an Item Number in Eversource's electronic ordering system which needs to be purchased from a particular Supplier or manufacturer due to mandates by Standards Engineering, Safety Department, or Tool Committee.

8.17.10 Materials and/or Services necessary as part of the maintenance or repair of company assets and provided by the Original Equipment Manufacturer (OEM) where the use of alternate providers would void the warranty or where the Supplier or manufacturer is either mandated by Standards Engineering or has specific knowledge, expertise or resource capabilities.

8.17.11 Purchases necessary to meet the needs of an Emergency or Time Critical Need as defined above.

8.18 Suppliers that have materially participated in the development, drafting, or refinement of a Scope of Work, technical specifications, evaluation criteria, or solicitation strategy for a procurement event shall be deemed to have a potential conflict of interest and shall not participate in the resulting competitive solicitation.

Participation by such a Supplier may only occur if the Director of Procurement provides written consent.

Routine constructability reviews or assessments do not constitute material participation in the development of a Scope of Work or related competitive bidding materials.

9 NEGOTIATION & BID EVALUATION

9.1 It is the policy of Eversource to award Agreements based on the best evaluated bid. The best evaluated bid is the proposal that offers the most favorable balance of overall value and pricing, while meeting Eversource's requirements for quality, reliability, safety, service, availability, and other relevant criteria. The best evaluated bid may or may not be the lowest-priced offer.

The criteria and weighting used to determine the best evaluated bid should be collaboratively defined by the responsible Procurement Agent and the Business Unit Leads prior to the release of the competitive solicitation and must be defined prior to any proposals being provided.

9.1.1 Any modification to the bid evaluation criteria and weighting after bids are received

must be approved by the Vice President of Supply Chain in writing.

9.2 Procurement reserves the right, in its sole discretion, to rebid any RFP, to decline to award a contract under any RFP or to award a contract to any Supplier, as deemed to be in the best interests of any

Eversource company. In the event of a rebid, Procurement shall document this decision and retain it in the General File.

9.3 If a Supplier is expected to have an earned value gap of greater than $5M, is seeking self-insured retention or is supporting a key category where their financial stability has come into question, the procurement team will work with the Supplier and treasury to evaluate the Supplier's financial stability.

9.4 A bid may be disqualified for failure to comply with bid submission requirements. A bid may be disqualified for any reason deemed appropriate by the Procurement Agent responsible, including but not limited to those reasons set forth at Section 7.4.

9.5 Procurement will notify the other bidders of their unsuccessful bid.

10 SOLE SOURCE TRANSACTIONS

10.1 Purchases valued at over $50,000 must be processed as Sole Sources when they are not competitively bid as a review of the marketplace reveals that there is only one viable Supplier who is technically and commercially capable of providing the good or service that is being procured with limited exceptions. Those exceptions include situations where the purchase is identified as an exception to our competitive bidding requirements, which are identified in Section 3.2 and Section 8.17.

10.1.1 Purchases made under and in alignment with Agreements that have been authorized by procurement supported program (e.g., Of Choice Agreement) do not require Sole Source Justification.

10.1.2 Purchases that have already been approved as Sole Source Justifications but required revision within the original scope do not require additional Sole Source Approvals.

10.2 It is the responsibility of the Requester to provide Procurement with either a Sole Source Desktop Requisition in Eversource's electronic ordering system or a paper form in certain instances. The Sole Source Justification must be approved by the Vice President of Supply Chain.

10.3 In addition, they must be approved by the Requester and their functional Vice President. If they do not have a Vice President in their management chain then a role of greater responsibility should provide their approval in its place (e.g., Sr. Vice President, Executive Vice President, President).

10.4 In addition to these approvals, some organizations may elect to require additional approvals, which will be available on Sole Source Specific documentation available on the Eversource Hub page.

Note: All Approvers will need to provide their authorization and acceptance of the justification provided and acknowledge that they don't have any conflicts of interest related to the Supplier selection.

10.5 The Sole Source Justification, whether in the form of a Desktop Requisition in Eversource's electronic ordering system (e.g., Maximo) or an equivalent paper-based form, where applicable, must include the following minimum elements:

10.5.1 A clear and detailed commercial justification describing the rationale for selecting a sole source Supplier. This should include an explanation of why no other viable or available sources can meet the technical, commercial, or operational requirements of the requested good or service.

10.5.2 A clear and compelling narrative justification, including a detailed description of the project involved, the reason competitive bidding cannot be conducted, and the efforts made to examine the qualifications of the requested sole source vendor to ensure that Eversource's business interests are adequately protected.

10.6 Procurement may reject any Sole Source transaction that does not meet the criteria set forth herein.

10.7 The Sole Source justification will be retained in the electronic ordering system as part of the Desktop Requisition or as part of the General File in Ariba.

11 TRANSACTION APPROVALS

11.1 All approval thresholds for Purchase Orders and Contract approvals are governed by the Eversource Delegation of Authority Policy.

11.2 Signature authority for Contracts is aligned with the Delegation of Authority.

11.2.1 The Vice President, Supply Chain & Property Management is authorized to sign agreements on behalf of the Chief Financial Officer (CFO), Chief Executive Officer (CEO) and the Subsidiary Board, provided that formal approval has been obtained from the CFO, CEO and/or the Board, respectively.

12 PURCHASE ORDER REVISIONS & CONTRACT AMENDMENTS

Requests for Contract revisions or amendments shall be reviewed on a case-by-case basis and are subject to the same approval requirements as the original Contract. Typical criteria for Contract amendments may include, but are not limited to:

- Market-driven adjustments
- Changes in project scope
- Unavailability of resources to support a re-bid

Procurement Agents are responsible for documenting the basis and approval of all Purchase Order revisions and Contract amendments in the General File, in accordance with Section 14.

12.1 Contingency Management

Contingency is defined as an authorized allocation of funds within a Purchase Order to address unforeseen work or conditions that fall within the original scope of the Contract but could not be fully defined or quantified at the time of award.

Contingency shall not be added to or released from a Desktop Requisition (DR) to expand the scope of any governing Contract unless the Contract has been formally amended to allow such a change.

Contingency functionality exists to maintain accurate records and to provide flexibility for scope refinements due to conditions including, but not limited to:

- Subsurface issues
- Permitting delays
- Utility conflicts

12.1.1 Contingency may be added to a new Desktop Requisition line or modified on an existing DR that has already generated a Purchase Order. In either case, the DR must route through approvals based on the total value, inclusive of any released or unreleased contingency.

12.1.2 When contingency is available for release, the Business Partner must notify the assigned Procurement Agent and describe the justification for release.

- If the change necessitating contingency release would result in a scope expansion or requires a change to the governing Agreement, the Business Partner must wait for the Contract Amendment to be executed by Procurement before proceeding.

12.2 Change Orders Requiring Contract Amendments

Change Orders are formal written amendments to an existing Agreement. Revised Contract documents must be issued to the Supplier by Procurement prior to any performance or billing under the revised terms.

A Contract Amendment must be processed through Procurement when any of the following apply:

- Change in Scope of Work or Deliverables
- Change to Contract Language or Legal Terms
- Modification of Unit Rates or Fee Schedules
- Expenditure of Contingency Funds
- Impact on Contract Value Requiring Negotiation
- Order Revisions Exceeding Contract Value

These types of Change Orders must be initiated by the Business and provided to Procurement with supporting documentation and justification. Procurement will review, draft, and execute the contract amendment, and update all system records, including the Contract's General File in Ariba. Revised documents must be provided to the Supplier prior to any implementation.

12.3 Order Revisions for Additional Funding Within Scope

If additional funding is required for a Purchase Order, but no changes are needed to the scope of work, commercial terms, or governing contract, the Business Partner may increase the Order value by modifying the DR to add additional contingency or releasing available contingency on the DR. Procurement must be notified of the funding increase, but direct involvement is not required unless:

- The revision causes the Order to exceed the authorized contract value; or
- The request suggests possible scope expansion or commercial inconsistency.

12.4 Procurement Oversight of Revisions - If Procurement identifies a potential risk or conflict, they may require a contract amendment and apply the Change Order process as defined in Section 12.2. If no issues are identified, the Business Partner may proceed once all financial authorizations are in place.

13 CONTRACT CLOSEOUT

Contract closeout is a best practice process led by Procurement and supported by the Business Unit to ensure fulfillment of all contractual obligations, documentation of performance, and transition of responsibilities or data.

13.1 Closeout Activities

The following actions are required to formally close a contract:

13.1.1 Confirm that all goods and services have been delivered and accepted.

13.1.2 Ensure all invoices have been received and paid.

13.1.3 If the Contract contains a renewal clause, Procurement will work with the Business Unit to determine continuation or re-bid.

13.1.4 Ensure that any Supplier access (e.g., system credentials, facility access) has been deactivated where applicable.

CONTRACT DOCUMENTS & STANDARDS

14 DOCUMENTATION & RECORDS MANAGEMENT

All contractual commitments made under the provisions of this Manual must be supported by one of the following:

- A standalone Agreement represented by a Contract maintained in Ariba;
- A Purchase Order incorporating General Terms and Conditions and any applicable Special Conditions; or
- An integrated Purchase Order that references a Contract maintained in Ariba.

14.1 All transactions for services or custom equipment and materials must be supported by either:

- An integrated Purchase Order that references a Contract in Ariba, or
- A Purchase Order that is dually executed by authorized representatives of both Eversource and the Supplier.

14.2 The Contract General File, maintained in Ariba, shall be created for all executed Contracts and populated with the required documentation within ten (10) calendar days of the Agreement's effective date.

The Contract Workspace General File must include, as applicable:

14.2.1 Exception documentation, a Sole Source Justification, or a systematic linkage to the Sourcing Project that contains the competitive bid documentation for Contracts valued at over $50,000.

14.2.2 The link to the Sourcing Project, when supported by a competitive bid, must contain:

- The RFP and all Supplier proposals
- A record of formal and material Supplier correspondence that occurred during the sourcing process
- The Bid Evaluation and award recommendation documentation, if applicable

14.2.3 A dually executed Agreement and all associated exhibits, attachments, and referenced documents.

14.2.4 Any Agreement Amendments or Contract revisions executed after the original Agreement.

14.2.5 The Certificate of Insurance, where required.

All documentation must be systematically organized and remain readily accessible through Ariba to ensure audit readiness and compliance with Eversource's Records and Information Management Policy.

14.3 For Agreements unique to federal government contracts and valued at over $750,000 (or $1,500,000 for construction-related work), the Contract's General File must also include a Subcontracting Plan in compliance with applicable Federal Acquisition Regulations (FAR).

15 TERMS AND CONDITIONS

15.1 Unless otherwise approved by Procurement Management, the Eversource General Terms and Conditions (GTCs) shall be included in all Requests for Proposal (RFPs) and shall be fully integrated into all resulting Agreements. General Terms and Conditions refers to the standard contract templates maintained by Procurement, which may be issued as standalone GTCs or embedded within an integrated contract format.

16 CERTIFICATES OF INSURANCE

16.1 Contractors providing services on site at Eversource facilities, properties, or work sites owned or managed or legally accessible by Eversource ("Work on Site") are required to provide current Certificates of Insurance (COI) with proper coverage and naming Eversource Energy and its affiliates as an additional insured prior to the commencement of work.

16.2 Eversource Procurement has contracted with a 3rd party Supplier to manage COIs obtained from contractors as applicable. Agents shall obtain a COI which meets the criteria set forth below prior to the approval of an Order for a new vendor or for work that requires insurance coverage that deviates from the standard coverage required for the work (negotiated insurance coverage). Otherwise, the Procurement Agent shall ensure a valid COI is on file and available with Eversource's 3rd party COI Administrator provided by the earlier of: (i) seven (7) business days after the issuance of the Order; or (ii) prior to the commencement of work. In the case of emergency work, the COI shall be obtained as soon as reasonably practicable.

16.3 The type of insurance coverages and coverage limits required for an Order may be modified from the standard terms and conditions form requirements upon the approval of the Director of Claims and Insurance or his/her designee, and by a Vice President of the business group for whom the services are being performed, in his/her sole discretion.

16.4 Procurement Agents are responsible to ensure that contractors have the appropriate insurance coverages at the initiation of a Contract. Eversource's 3rd party COI administrator is responsible for ensuring renewal COIs are maintained in their portal for Procurement Agents' review and accessibility. In the event the COI Administrator is unable to obtain renewal COI from a Supplier, the Procurement Agent is responsible for obtaining the renewal. Upon receipt of a COI, the Procurement Agent responsible shall confirm that the COI:

- Reflects the required coverage types and minimum coverage limits;
- Includes the required additional insured endorsement language;
- Is uploaded promptly to the third-party COI administrator's portal for tracking and audit purposes.

17 GOVERNMENT CONTRACTING

Government Contracting Compliance: In connection with Work to be performed by Suppliers that Procurement has been advised is specifically for a state or federal government contract or state or federally funded contract, in addition to all other legal compliance obligations, Eversource requires such Suppliers and subcontractors to comply with all applicable laws and regulations specific to and applicable to such contracts. In these situations, Eversource Procurement must engage legal to review the situation and to

ensure that appropriate language and requirements are communicated to both business partners and Suppliers. Such contracts shall include, without limitation, and as applicable, required provisions regarding employment and non-discrimination, Connecticut Department of Transportation (CDOT) terms, applicable Federal Acquisition Regulations (FAR), and Buy America and Buy American requirements.

SUPPLIER MANAGEMENT

18 PERFORMANCE MANAGEMENT

Performance Management is a continuous and structured process designed to ensure that Suppliers consistently meet Eversource's expectations related to cost, safety, quality, service, and enterprise risk alignment.

It is a shared responsibility across Procurement, Business Units, and the Supplier, and is managed through the Supplier Relationship Management (SRM) best practices and the Vendor Risk Management Program.

18.1 Supplier Relationship Management (SRM) Program

The SRM Program is Eversource's best practice framework for evaluating, engaging, and improving Supplier performance through a tiered governance model, supported by structured data, dashboards, and business feedback. Suppliers are identified and placed into tiers based on the associated Supplier's existing and expected relationship, including but not limited to opportunity, strategic relevance, and risk.

18.1.1 Supplier Scorecards

Category-specific scorecards are maintained and updated at least annually for Tier I and Tier II Suppliers and may include Key Performance Indicators (KPIs) such as:

- On-time delivery
- Actual invoice terms and billing accuracy
- Safety performance (e.g., ISNetworld grades)
- Sustainability & ESG performance
- Cybersecurity compliance (where applicable)

18.1.2 Formal SRM Meetings

Eversource holds structured meetings to review performance and identify opportunities for continuous improvement:

- Tier I Suppliers: Executive-level SRM meetings held annually, with mid-year touchpoints.
- Tier II Suppliers: At least one formal performance review meeting per year, with additional check-ins as needed.
- Tier III Suppliers: Semi-annual informal check-ins with formal meetings being held based on risk, performance, and spend.

18.1.3 Continuous Improvement

Supplier feedback, performance insights, and improvement action plans are developed collaboratively with Business Units and are reviewed as part of the SRM process.

This ensures accountability and enables a closed-loop feedback system focused on driving improvements in quality, safety, and value delivery.

18.1.4 Supplier Tiering Framework

Procurement owns and manages Supplier tier designations in coordination with

Business Units. Tier assignments are reviewed annually or as needed based on Supplier performance, risk incidents, or evolving business requirements.

Suppliers are categorized as follows:

- Tier I: Strategic or high-risk Suppliers (typically among the top 50–100 by annual spend or business criticality)
- Tier II: Operationally important Suppliers with moderate spend or complexity
- Tier III: Transactional or low-complexity Suppliers with limited strategic impact

18.2 Performance Monitoring Tools

Procurement and Business Units leverage several internal and external systems to monitor and evaluate Supplier performance:

- PowerBI SRM Dashboard (Spend, Scorecards, Compliance)
- ISNetworld (Safety compliance)
- RiskRecon (Cyber & compliance risk)
- Scorecard templates and dashboards available on SharePoint

19 SUPPLIER ENGAGEMENT

19.1 All Procurement Agents are expected to proactively:

- Identify and pre-qualify prospective Suppliers
- Collaborate with the Senior Specialist, Supplier Engagement Program to maintain an inclusive and competitive Supplier base
- Provide opportunities for prospective Suppliers to meet with Procurement and participate in sourcing activities

Suppliers shall be evaluated using standardized criteria that apply to all sourcing events, ensuring fairness and consistency across all Supplier types and regions.

19.2 Supplier Qualification and Tracking
Qualified Supplier data shall be:

- Categorized and tracked in accordance with applicable laws, regulations, and internal policies
- Maintained to comply with standards such as the Federal Acquisition Regulation (FAR) and other relevant legal or regulatory requirements
- Used to support Eversource's commitment to sourcing from a broad and comprehensive pool of qualified Suppliers

19.3 Equal Opportunity and Access
Eversource is committed to maintaining a procurement environment that promotes equal access to sourcing opportunities for all qualified Suppliers.

CONTROLS & GOVERNANCE

20 CONTRACTOR SAFETY AND ENVIRONMENTAL POLICY

20.1 Contractor safety performance and contractor's demonstrated concern for the environment shall be part of the bid evaluation and contract negotiation processes where Contractors work on any facilities, properties or work sites owned or managed by Eversource. However, this policy may be modified with local management discretion when applied to incidental Contractors who generally have minimal effect on safety and the environment.

20.2 For work where Contractors will be present on any site owned or managed by Eversource, Procurement includes the Eversource Contractor Work Rules during the bidding process and requires Contractors to acknowledge that they will abide by the language contained within that document. Business unit Addendums to the Work Rules may also be issued, where appropriate.

20.3 Eversource Energy has partnered with ISNetworld and requires contractors that perform certain medium and high-risk services as defined in the Safety Policy to be registered with ISN and to comply with the ISN Contractor Safety Program.

21 CYBER SECURITY & DATA PRIVACY

Eversource is committed to ensuring that all third-party Suppliers meet stringent cybersecurity and data privacy standards, particularly when accessing Eversource systems, infrastructure, or Confidential Information.

21.1 All vendors providing hardware, software, or accessing Confidential Information must undergo an IT Security Risk Review prior to contract execution.

21.2 NERC-CIP Compliance for Bulk Electric Systems (BES) and Cyber Systems Procurements: For all equipment and services that may be supplied by a prospective Supplier to be used for Eversource's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP013, such Suppliers shall be required to comply with North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013.

22 CONFIDENTIAL INFORMATION

The procurement process may require the exchange of Confidential Information belonging to Eversource or a Contractor. To ensure that Confidential Information is properly secured, all Eversource General Terms and Conditions include provisions for the protection of Confidential Information. Where additional protections are appropriate, additional documentation such as confidentiality agreements, IT security requirements and the Vendor Evaluation Form shall be required.

23 POLICY & CONTRACT VIOLATION

In the event of suspected violations of procurement policy, contract terms, or unauthorized disclosures of confidential information, employees must notify Procurement Management or submit a Supplier Issue Form via the Eversource Hub. The following information should be included when reporting an issue:

- Names and positions of parties involved
- Summary of the alleged violation
- Supporting documentation or evidence
- Any known or proposed corrective actions

24 CLAIMS RESOLUTION

All Claims under an Agreement, including those brought by Suppliers for additional compensation or potential claims identified by Eversource personnel, must be addressed in a timely manner and in accordance with the terms of the Agreement. Procurement Agents should immediately discuss any claims brought to their attention with Procurement Management. If deemed necessary by Procurement Management, the claim shall be forwarded to Legal and Claims and Insurance for further disposition.

25 PROCUREMENT ETHICS

25.1 The Director of Procurement and authorized delegates within Procurement are general agents and have the authority to enter a contract on behalf of Eversource. All such agents have a duty to carry out their responsibilities in accordance with Eversource Policies, including the Eversource Code of Business Conduct and the provisions of this Manual.

25.2 Eversource does not tolerate the acceptance by employees or their family members of entertainment or gifts during an open or active bidding process. Any entertainment or gift which may reasonably be perceived to be offered for the purpose of influencing the award of contracts to a particular Supplier shall be refused. Eversource does not permit employees or their family members to accept any loan from Suppliers or their representatives under any circumstances. Procurement Agents shall promptly inform Procurement Management of any activity pursuant to this Section.

25.3 Occasional business meals with Suppliers are acceptable. However, Procurement staff who are directly involved in an active negotiation are not permitted to accept meals paid for by the Supplier or any related third party. Attendance at such meals is permitted, however, employees must pay for their own meal, which may be expensed with manager approval.

25.4 Advertising novelties or promotional items (e.g., items displaying Supplier name and logo) of nominal value may be accepted on an occasional basis provided the item is distributed by the party offering in the normal course of business.

25.5 Supplier paid for overnight business trips or any trip involving Supplier paid transportation and/or lodging shall not be accepted unless approved in writing by the Vice President of Supply Chain upon a determination that such trip serves a valid business purpose and that no conflict of interest is present.

25.6 Procurement Agents shall avoid any situation that can cause actual, potential or perceived conflicts of interest. Procurement Agents shall disclose any such conflicts of interest to Procurement Management and shall provide all information necessary for any audit or investigation. Failure to disclose a conflict of interest or to cooperate with audits or investigations may result in disciplinary action.

25.7 Procurement Agents shall not disclose Supplier lists and/or contact information for any non-business-related purpose without prior Procurement Management approval.

It is recognized that full compliance to all of the requirements contained herein may not be practical or even desirable in all situations. In any case where a compelling business need has been demonstrated, the Director of Procurement or the Vice President, Supply Chain and Property Management in his/her sole discretion, may approve an exception to some or all of the requirements of this Manual. In any case where an exception is granted, the Procurement Agent shall document the basis for and the approval of the exception and retain the documentation in the Contract's General File.

26 COMPLIANCE

26.1 Eversource Employees must comply with the Business Code of Conduct and Eversource Corporate Policies.

26.2 Procurement personnel shall conduct all internal and external procurement transactions in compliance with the Eversource Corporate Procurement Policy and this Procurement Manual.

26.3 Supplier Compliance: All Suppliers are required to comply with all applicable laws and Eversource's Code of Conduct with limited exceptions.