EVERSOURCE ENERGY

EVERSOURCE
PROCUREMENT MANUAL

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INTRODUCTION

Eversource Energy Service Company Procurement provides the necessary procurement services for the Eversource Energy companies. 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 is authorized to enter into agreements with suppliers who provide the Eversource companies with raw materials, goods and/or services. Except as otherwise provided in this Manual, Procurement is responsible for the proper conduct and conclusion of all contract negotiations in connection with procurement activities for the Eversource companies, including qualification of suppliers, obtaining bids, bid evaluation, negotiation of contract terms, supplier performance evaluation and all other commercial aspects of the procurement process. Procurement also manages the disposition of all inventory material, surplus material, equipment, vehicles, and scrap within the Eversource companies.

This Manual will be reviewed annually, in conjunction with NSE31 review, to ensure that the procedures contained herein are consistent with the 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 implementation of this procedure.

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

2. DEFINITIONS

Whenever used in this Manual in capitalized form, the following terms shall have the meaning set forth below:

2.1. **Agreement** – a collective term used to describe an agreement between one or more Eversource companies and a Supplier for the provision of goods, materials, equipment, and/or services. Such agreements are typically set forth in a document(s) which includes: (a) the applicable General Terms and Conditions; (b) Special Terms and Conditions, if any; (c) the scope of work or specification; (d) the contract agreement and / or purchase order, defined as Order; (e) any applicable Safety and Environmental documents; and (f) any other relevant documentation (i.e. – Supplier's proposal, performance security instruments, insurance certificates, etc.)

2.2 **Authorized Representative of Eversource**– person (s) with the appropriate delegation of authority level as per the corporate delegation of authority policy, to create, approve, and amend purchases.

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

2.4. **Blanket Contract** – a contract established to facilitate multiple transactions over a specified period of time on pre-negotiated terms at pre-negotiated rates up to an authorized dollar amount.

2.5 **Confidential Information** - Confidential information may include without limitation, (a) proprietary business information of the Company 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. https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf

2.6 **Consultant** –See Supplier.

2.7 **Contractor** –See Supplier.

2.8 **Contractor CIP Compliance Agreement -** Agreement between Eversource and Contractors for use with all equipment, services, and personnel providing services for all equipment and services used for Owner'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. (insert link)

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

2.10 **Diverse Supplier** –Small Diverse Suppliers are Small Disadvantaged-Owned Businesses (SDB), Women-Owned Small Businesses (WOSB), Service Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran Owned Small Businesses (VOSB), Historically Underutilized Business Zone Businesses (HUB Zone), as defined at www.sba.gov. Large Diverse Suppliers are Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE), Veteran Business Enterprises (VBE), LGBT Business Enterprises (LGBTBE), and Disabled-Owned Business Enterprises (DOBE) as defined at www.acquisition.gov, http://gnemsdc.org/ , www.nglcc.org , https://disabilityin.org/as

2.11 **Emergency** – An event or situation or critical business need not reasonably foreseeable which may impact or disrupt essential operations or service and/or requiring goods or services necessary for immediate use in work that affects the health, safety and welfare of the public or Eversource personnel.

2.12 **General File** - Electronic and/or hard copy records of Agreement transactions which shall be maintained by the Procurement Agent in accordance with section 16.

2.13 **General Terms and Conditions – ("GTC's")** the applicable Eversource General Terms and Conditions or the Eversource Purchase Order Terms and Conditions.

2.14 **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.

2.15 **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.

2.16 **Procurement Agent** - As used in this Manual, the term "Procurement Agent" shall refer to all personnel in Procurement having responsibility for procurement activity, regardless of job classification or actual job title.

2.17 **Procurement Director** – As used in this Manual, the term "Procurement Director" shall refer to the Director of Procurement.

2.18 **Request for Proposal – ("RFP","RFI" or "Auction")** Inquiry to Suppliers for the purchase of materials, equipment, and/or services. The terms Request for Proposal and Request for Quotation may be used interchangeably in this Manual. An RFP is initiated by an invitation to qualified suppliers to submit a proposal or quotation for a defined scope of work.

2.19 **Requester** – the Eversource employee or business group seeking to procure materials, equipment or services from a Supplier in support of Eversource's business needs.

2.20 **Supplier**–a provider of goods, materials, equipment or services. For the purposes of this Manual, the

terms Consultant, Contractor, Supplier or Vendor are used interchangeably.

2.21 **Technical Expert**–individual(s) within the Eversource business group with technical expertise in the particular material, equipment and service to be procured and responsible for determining a Supplier's technical qualifications for a particular project or for evaluating a Supplier's material and/or equipment for use on the Eversource systems.

3 POLICY AND APPLICABILITY

3.1. It is Eversource's Corporate Procurement 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 are subject to the requirements of this Manual, with the following exceptions:

a. Wholesale gas or energy supplies;

b. Purchases for certain unregulated affiliates; and

c. Strategic Professional Services such as Legal services, Government Relations services, Human Resources and Employee Benefits, Advertising Services and Crisis Communications for Corporate Communications and other non-Purchase Order transactions.

3.3 Special Agreements

a. Confirming Orders. A confirming Order may be issued to cover an Emergency and when a Requester's supervision is unavailable to electronically approve a material request in Procurement's electronic ordering system and material or services are required.

4. SUPPLIER QUALIFICATION

4.1. 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.

4.2. 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 CIP Compliance Agreement).

4.3. Financial qualification analysis shall be performed by the Eversource Treasury Department and documented by Procurement in accordance with Treasury's Credit Management Policy.

4.4. For matters that require a specialized level of knowledge (i.e. – environmental, safety or engineering consultants, capital construction projects, etc.,) technical qualification shall be the responsibility of the Requester.

4.5. Items offered by new sources and presented as equivalent to those in general use are analyzed by Eversource's Technical Expert (in consultation with Procurement) and qualified/not qualified for use within the Eversource system.

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

4.6.1. Failure to comply with Eversource's Supplier Code of Business Conduct
4.6.2. Failure to meet technical or commercial qualifications;
4.6.3. Unsatisfactory safety record;
4.6.4. Unsatisfactory environmental record;
4.6.5. Failure to perform services and/or product failure;
4.6.6. 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;
4.6.7. Unprofessional conduct or unsatisfactory business relations and/or
4.6.8. Supplier's own request to be removed.
4.6.9. Failure to satisfy Eversource's IT requirements as outlined in the Records and Information Management Policy.
https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf

4.7. 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.

4.8. Suppliers making initial contact to Eversource shall be directed to Procurement. This provides a single point of contact for suppliers and preserves the integrity and continuity of the bidders list.

5. SUPPLIER DIVERSITY

5.1. Eversource Energy Service Company, acting as agent for the Eversource Energy companies, has submitted a subcontracting plan to General Services Administration (GSA) describing Eversource's policy on locating and doing business with Diverse Suppliers, as defined in Section 2.10 of this Manual, and is requesting Subcontracting Plans from Large Business Suppliers when those suppliers are providing good and services unique to Eversource's federal government contracts and valued at over $750,000 (or $1,500,000 for construction projects), describing supplier diversity in their procurement of goods and services.

5.2. Diverse Suppliers are to be provided the "Maximum Practicable Opportunity" to provide goods and services to Eversource. All Procurement Agents shall proactively seek to identify and qualify Diverse Suppliers. Diverse Suppliers will be evaluated on the same basis as all other Suppliers.

5.3. The Procurement Agent or Sr. Supplier Diversity Specialist should review the Subcontracting Plan submitted by the Supplier to ensure that it contains the essential components of a generic Subcontracting Plan as outlined in the Federal Acquisition Regulation (FAR) Clause 52.219-704. This requirement does not apply to Small or Diverse Businesses, non-domestic Suppliers, government entities, other utility companies or providers of conservation and load management and/or energy efficiency services. Should the Supplier refuse to provide a Subcontracting Plan, this refusal should be documented in writing by the Supplier in the General File.

6. WORKING WITH PROCUREMENT

6.1. Requester shall contact Procurement to initiate the procurement process. 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.

6.2. 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

6.3. 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.

6.4. When submitting a request for a release against an Order, the Requester shall ensure that the request is for approved business purposes and that the nature of the material to be purchased and/or work to be performed under the release is within the scope of the original Blanket Contract.

6.5. 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.

6.6. Once a contract is awarded, Requesters should notify Procurement of any circumstances which may require an amendment.

7. COMPETITIVE BID REQUIREMENTS

7.1. Except as otherwise provided in this Manual, all purchases valued at more than $50,000 shall be competitively bid by a minimum of three Suppliers to the extent practicable. Procurement reserves the right to require a competitive bid process for multiple transactions of similar type, without regard to transaction value. All competitive bids shall be conducted using Procurement's designated electronic sourcing tool, unless otherwise approved by Procurement Management. The Procurement Agent is responsible for documenting the basis for this approval in the General File.

7.2. Procurement, after consultation with Requester(s), makes the final determination whether or not a prospective Supplier will be invited to bid on any specific procurement.

7.3. Once an RFP has been issued, additional Suppliers may be added to the bidders list provided that the bid due date for that procurement has not yet passed. Once the bid due date or a mandatory pre-bid meeting has passed, additional Suppliers may not be added to the bidders list unless a second round is initiated or the existing RFP is cancelled and the bid process for the procurement in question is started over.

7.4. 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.

7.5. Non-competitive bid procurements may include the following:

7.5.1. Purchases issued to or pursuant to federal, state or municipal government entities or other regulated utilities;

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

7.5.3. Purchase Orders or Contracts issued for the primary purpose of making payments to parties other than Suppliers (i.e. - Energy Efficiency rebate programs);

7.5.4. Purchases of upgrades to information technology applications or hardware already licensed to Eversource companies and/or annual maintenance contracts for information technology applications or hardware already licensed to Eversource;

7.5.5. Purchases of items valued $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.

7.5.6. 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 due to urgent business circumstances for strategic confidential or essential projects.

7.5.7. The purchase of hotel services.

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

7.5.9. Purchases necessary to meet the needs of an Emergency as defined in 2.11.

7.5.10. When the procurement does not meet one of the criteria above and the Purchase is valued at more than $50,000 for which 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 by Eversource, the Sole Source Justification Process outlined in Section 11 can be used to alleviate the need for a competitive bid and document the situation.

8. BID RECEIPT

8.1 Competitive bids resulting from formal RFP's 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 responsible Procurement Agent, until after the closing date.

8.2 Supplier proposals or quotations received for sole source purchases shall be sent directly to the responsible Procurement Agent via electronic or hardcopy.

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

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

8.5 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.

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

9. DISQUALIFICATION OF BIDS

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 responsible Procurement Agent, including but not limited to those reasons set forth at Section 4.6 above.

10. BID EVALUATIONS

10.1 It is the policy of Eversource to award Agreements to the bidder submitting the "best evaluated bid." The best evaluated bid is the lowest bid which will ensure quality, reliability, service and availability, or other pertinent factors and it may or may not be the lowest priced bid. The criteria for determining the "best evaluated bid" shall be established by the responsible Procurement Agent with the business procuring manager prior to opening the bids.

10.2 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 or the Eversource system as a whole. In the event of a rebid, Procurement shall document this decision and retain it in the General File.

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

11. SOLE SOURCE TRANSACTIONS

Purchases other than the exceptions to our competitive bidding requirements identified in sections 3.2 and 7.5 can be processed as Sole Source exceptions when 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.

11.2 For sole source purchases of more than $50,000, it is the responsibility of the Requester to provide Procurement with either a Sole Source requisition in Eversource's electronic ordering system or a paper form in certain instances. The Sole Source requisition must be acknowledged by the Procurement Agent responsible and their Procurement Manager. In addition, they must be approved by the Requester, Functional VP, Director of Procurement, the VP, Supply Chain and depending on the organization, Functional President/Senior VP and Senior Leadership. The requisition or the paper form must contain, at a minimum, the following:

(a) a detailed summary of the commercial justification and analysis used by the Requester to determine that there are no other viable or available sources of supply for the requested good or service; and

(b) A 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

(c) Identification of situations where a sourcing event was released by procurement and the business is not in agreement with the best evaluated supplier selected and are deviating from that decision.

(d) Identification of any supplier staff that are former employees of Eversource Energy or any of its subsidiary companies.

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

11.4 The Sole Source justification will be retained in either the electronic ordering system as part of the

requisition as part of the General File or in the Sourcing and Contracting System.

12. TRANSACTION APPROVALS

12.1 Signature Authority

12.1.1 The authority levels for issuance of Orders are for the purpose of confirming that the requirements of this Policy have been met upon award of an Order. Financial approvals, as distinguished from Order approvals, are a prerequisite to issuance of an Order and are detailed in Eversource's Delegation of Authority Policy; https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Delegation%20of%20Authority%20Policy.pdf

12.1.2 Pursuant to the Business Continuity Plan, Procurement Management may temporarily delegate authority level to other Procurement personnel.

12.2 Capital Approvals

Eversource Senior Executive Officers review and approve future capital investments pursuant to applicable capital project approval processes. These approvals shall be confirmed by the Procurement Director prior to approval of Contracts associated with existing projects or transactions valued at $10 million or more.

13. TERMS AND CONDITIONS

13.1 Unless otherwise approved by Procurement Management, Eversource General Terms and Conditions shall be included in all RFP's and shall be integrated into all Contracts. Eversource General Terms and Conditions shall mean any of Procurement's Standard General Terms and Conditions or a standard form integrated contract, which includes such General Terms and Conditions.

13.2 Eversource's standard corporate payment terms are net thirty days from Eversource's receipt of the Supplier's invoice, except as otherwise required by law or as otherwise agreed by an authorized representative of Eversource.

14. CONTRACTOR SAFETY AND ENVIRONMENTAL POLICY

14.1 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.

14.2. For work where Contractors will be present on any sites 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.

14.3 Eversource Energy has partnered with ISNetworld and requires contractors that perform certain civil, electrical and testing services to be registered with ISN and to comply with the ISN Contractor Safety Program.

15. CERTIFICATES OF INSURANCE

15.1 Contractors working on any 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.

15.2 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.

15.3 Upon receipt of a COI, the responsible Procurement Agent shall confirm that the COI:

(a) reflects the required coverage and limits;
(b) includes required additional insured language;
(c) upload COI onto Eversource's 3rd party COI Administrator's portal

15.4 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 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.

15.5 Procurement Agents are responsible to ensure orders have current insurance. 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 a renewal COI from a Supplier, the Procurement Agent is responsible for obtaining the renewal.

16. DOCUMENTATION AND RECORDS MANAGEMENT

16.1 All contractual commitments entered under the provisions of this Manual shall be documented by (i) an Agreement; (ii) an Order, General Terms and Conditions and Special Conditions, if applicable; or (iii) an Order and an integrated Agreement.

16.2 All transactions for services should be documented by an Order signed by authorized representatives of Eversource and the Supplier.

16.3 With limited exceptions, a General File shall be created and maintained for all transactions with an original or revised value of greater than $50,000 (including but not limited to solicited bids, and Request for Quotation package). The General File may be located in Procurement's electronic sourcing and contracting system or electronic ordering system. General Files shall include, as applicable:

(a) The RFP or sole source justification
(b) Supplier proposal(s);
(c) Bid evaluation and basis for award(s), if applicable;
(d) Other documentation necessary to support the award(s) (may include: commercial, Legal, and technical items);
(e) Agreement and related documents, Order, all Agreement Amendments, and Order Revisions.

16.4 General Files for Work On Site shall include, as applicable.

(a) Certificate of Insurance;
(b) Contractor Work rules;
(c) Contract and/or Order signed by authorized representatives of Eversource and Supplier;
(d) A copy of letter of credit and/or performance bond, if applicable;
(e) Contractor residency and evidence of tax bond, if applicable.

16.5 General Files for Agreements that are unique to Eversource's federal government contracts and valued at over $750,000 (or $1,500,000 for construction projects), shall also include a Subcontracting Plan.

16.6 Procurement's designated electronic sourcing and/or document repository system shall be used for maintaining all Procurement records, except as otherwise provided herein.

16.7 IT Security Requirements, Hosted Services Requirements, Due Diligence Questionnaires (DDQ), as required by Corporate Information Security and the Records and Information Management Policy. https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf

17. PURCHASE ORDER REVISIONS / CONTRACT AMENDMENTS

Requests for Order revisions and Agreement amendments shall be reviewed on a case by case basis and shall be subject to the same approval requirements as the original Order. Criteria for Order revisions and Contract amendments may include but are not limited to: outstanding invoices, market conditions, changes in project scope or availability of resources to support a rebid. Procurement Agents shall document the basis for Order revisions and Contract amendments in the general file.

18. 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.

19. PROCUREMENT ETHICS

19.1 The Director of Procurement and authorized delegates within Procurement are general agents and have authority to enter into a contract on behalf of the Company. All such agents have a duty to carry out their responsibilities in accordance with Company Policies, including the Conflict of Interest Policy and the provisions of this Manual; https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Conflict%20of%20Interest.pdf

19.2 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.

19.3 Occasional business meals with Suppliers are acceptable. However, Procurement Agents are permitted

to accept meals with bidders during the contract negotiation process only if such meals are provided for the purpose of facilitating continued negotiations.

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

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

19.6 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.

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

20. COMPLIANCE

20.1 Eversource must comply with all applicable Codes of Conduct. Procurement personnel shall conduct all internal and external procurement transactions in compliance with these Codes, as found in the Code of Conduct Policy; https://eversourceenergy.sharepoint.com/sites/Compliance/Shared%20Documents/Code_of_Business_Conduct.pdf

20.2 Supplier Compliance: All Suppliers are required to comply with all applicable laws and the Supplier's Code of Conduct. https://www.eversource.com/content/docs/default-source/pdfs/supplier-code-conduct.pdf

20.3 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 CIP-013, such suppliers shall be required to be comply with North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013.

21. CONFIDENTIAL INFORMATION

The procurement process may require the exchange of Confidential Information belonging to the company 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 Corporate Information Security Risk Questionnaires (CISRAQ) shall be required, in compliance with the Record and Information Management Policy;
https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf

22. EXCEPTIONS

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 such case, the Procurement Agent

shall document the basis for and the approval of the exception and retain the documentation in the General Files.