

September 6, 2012

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket 4237 - Commission Investigation relating to Stray and Contact Voltage Occurring in
Narragansett Electric Company Territories
Responses to Commission Data Requests (Set 5)**

Dear Ms. Massaro:

On behalf National Grid¹ enclosed please find ten (10) copies of the Company's responses to the Commission's Fifth Set of Data Requests issued in the above-captioned proceeding.

Thank you for your attention to this transmittal. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosure

cc: Docket 4237 Service List
Steve Scialabba
Leo Wold, Esq.

¹ The Narragansett Electric Company d/b/a National Grid ("National Grid" or the "Company").

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4237
In Re: Commission Investigation Relating to Stray and Contact Voltage
Occurring in Narragansett Electric Company Territories
Responses to Commission's Fifth Set of Data Requests
Issued August 30, 2012

Commission 5-1

Request:

Please identify the witnesses (and their titles) who will be available at the hearing on September 24, 2012.

Response:

The Company plans to present the following panel at the September 24, 2012 hearing in support of its proposed Rhode Island Electric Contact Voltage Program:

- Jennifer L. Grimsley - Director, Network Strategy, New England Electric
- Bartholemew J. Cass - Manager, Inspection & Maintenance
- Edward S. Paluch - Principal Engineer, Distribution Asset Management
- William R. Richer - Director, Revenue Requirements - RI

The Narragansett Electric Company

d/b/a National Grid

R.I.P.U.C. Docket No. 4237

In Re: Commission Investigation Relating to Stray and Contact Voltage

Occurring in Narragansett Electric Company Territories

Responses to Commission's Fifth Set of Data Requests

Issued August 30, 2012

Commission 5-2

Request:

Please provide a copy of the Request for Proposals referenced in the Proposed Rhode Island Electric Contact Voltage Program Proposal and a link to the RFP on the Company's website.

Response:

Attachment COMM 5-2 is a copy of the Company's Electric Contact Voltage Program Request For Proposal ("RFP"). This RFP includes maps and schedules that have already been produced as Attachments 2 and 3 to the Company's proposed Contact Voltage Program filed with the Commission on August 17, 2012. The Company does not place RFPs on its public website. Rather, the Company utilizes a web-based third-party system named "Ariba" to manage the RFP process. Proposed vendors are provided instructions on how to setup an account and access the Ariba system and all communications and responses are handled through this system. Please see Attachment COMM 5-2, (2) Contact Voltage RFP, Sections (4) and (7) for additional details on how a vendor would access Ariba and communicate with the Company during the RFP process.



Supplier Code of Conduct

Publication 1: March 2011

1. Introduction

At National Grid, we are always seeking to improve our reputation as a sustainable and responsible company. To do this we must make sure that we keep to the law, our policies and licenses, and that we behave in line with our values (see 2a below).

We set our standards in line with our beliefs and values. These are set out in [Doing the Right Thing – Our Standards of Ethical Business Conduct](#).

In the Standards we refer to our 'Framework for Responsible Business' and we explain our values.

Our policy is to buy goods and services competitively, economically, fairly and efficiently, in line with all legal requirements.

We are signatories to the UN Global Compact, which is a standard for responsible businesses which covers human rights, labour rights, the environment and corruption.

We value the business relationships we have with you. We believe that you are an important and central part of our success. This means that we expect you to carry out your business in line with our values.

2. Business ethics standards

2a Core values

- Respect others and value their diversity
- Take ownership for driving performance
- Demonstrate integrity and openness in all relationship

Our work is based on these values, so we need you to be committed to them in your business too.

2b Fraud, bribery and corruption

We are committed to carrying out our business in a truthful, honest and open way, and we expect you to be honest and fair when you carry out your business. We have a zero tolerance approach to any type of bribery, fraud or corrupt business practices, and we expect you to have a similar approach.

We expect you to have a programme in place to prevent and detect fraud, bribery and corrupt business practices. In particular, we expect you to make sure you maintain control procedures in place to prevent bribery in accordance with all applicable local, state, federal or national laws or regulations including without limitation the UK Bribery Act 2010, when such

Act comes into force, and the US Foreign Corrupt Practices Act 1977.

If you find that bribery, corruption or fraud has taken place and this relates to work done on our behalf or which otherwise relates to National Grid's business, you should contact our Business Conduct and Ethics Team. Contact details below. International enquiries can call either number.

United Kingdom

Focus helpline: **0800 854 572**
(lines are open 24 hours a day, seven days a week)
email: support4u@focuseap.co.uk

In-house

Business conduct helpline: **0800 328 7212**
email: business.conducthelp@uk.ngrid.com

United States of America

Alertline: **1-800-465-0121**
(lines are open 24 hours a day, seven days a week)
email: www.nationalgridalertlineus.com

In-house

Toll-free helpline: **1-888-867-6759**
email: businessconduct@us.ngrid.com

We will regularly review your control procedures in place to prevent and detect fraud, bribery and corrupt business practices, and if we have serious concerns (whether they relate to our business or not), we will review our relationship with you.

2c Entertainment, gifts and cash rewards

We expect you to keep to our guidelines on business rewards, such as gifts, meals and entertainment.

We encourage our employees not to take part in any activity that would affect their judgment when dealing with you. We also ask you not to offer our employees gifts or other valuable items. In particular, we do not allow our staff to accept cash or cash equivalents, such as gift certificates.

We may accept entertainment as long as it has a genuine business purpose, and is within the guidelines as set out in the Standards.

We do not allow our employees to seek or take part in any:

- offensive or inappropriate entertainment;
- entertainment based on the value of anything we or another organization has bought; or
- entertainment in return for influence or for a specific decision.



2d Being clear

You must:

- keep information on your business activities, structure, finance and performance, in line with appropriate laws, regulations and industry practices;
- be committed to being as clear and as fair as possible when you are dealing with your employees, suppliers and customers;
- have programmes which protect employees who give you information on any unfair or inappropriate business (whistleblowing), making sure that you do not reveal their identity; and
- have a complaint procedure for your employees who keep to local laws and regulations.

2e Intellectual property rights

We expect you to respect intellectual property rights (such as copyrights, patents) and protect customer information.



3. Health and safety

3a Reducing risks to people's health and safety

Safety is important to the way our business performs. It is also important for defining the attitude and behavior of National Grid and how we protect our employees.

We understand that there are risks involved in our work, and we believe that we can reduce these and prevent our employees being injured, as well as protect the public. We also believe that everyone has a part to play in achieving this.

We can only reduce risks and prevent injuries when there are no distractions. For us, success is more than just avoiding injuries and harm — it also includes improving people's well-being. We will encourage our employees to look after themselves and those around them.

You must be committed to creating an environment which is safe, healthy and secure for all of your employees, and you should identify any dangers and get rid of them. If you cannot get rid of something dangerous, you should put suitable controls in place.

Make sure you give your employees suitable equipment and protective clothing free of charge (if appropriate), and have safety procedures in place to protect them. We also encourage you to use internationally recognized safety management systems and safe work systems.

You must not take disciplinary action against your employees for telling you about any safety concerns they have. Your employees have the right to refuse to work in any unsafe conditions until you have dealt with their concerns.

If you provide housing for your employees, it must be a reasonable distance from the workplace and must meet local legal standards. It must:

- be clean;
- have enough space;
- have washing facilities; and
- have a water supply.

You must not evict your employees from the housing you have provided without allowing them to get legal help and advice.

3b Communication

You must make sure that all of your employees know about this code of conduct, and you must display it somewhere they can easily see it. You must provide all information in different languages (if needed). If you do not keep to this code of conduct, we may, acting in accordance with the terms of our contract with you, end our contract with you.

We encourage you to sign up to the [UN Global Compact](#) and use the yearly 'Communication on Progress' (COP) process to show your commitment and work towards using sustainable and responsible business practices.

4. Protecting the environment

To help protect the environment, you should:

- show that you are doing your best to reduce the negative effect your work has on the environment;
- identify and manage any chemicals and other materials which would be dangerous if you released them into the environment, and make sure that you handle, move, store, recycle and get rid of these materials safely;
- monitor any waste water and solid waste you produce and make sure you treat it as the law dictates;
- make a reasonable effort to reduce all types of waste, including source reduction, recycling and reducing the amount of water and energy you use;
- use materials in a responsible way which does not affect the well-being of people, animals, and other living systems;
- use recognized methods to work out your carbon footprint (how much carbon dioxide you release into the environment) and how much waste you produce, and introduce procedures to reduce this;
- make an effort to focus on eco-design and think of the 'life cycle' of products, for example, think about using less packaging, using fewer natural resources, reducing the energy you use and using more recycled materials; and
- work towards an internationally recognized environmental and management systems, for example ISO14001.

5. Work and human rights

We expect you to keep to all laws relating to your business, as well as the principles of the United Nations Global Compact, the United Nations Declaration of Human Rights and the [International Labor Organization](#) (ILO).

5a Work

- You must not use workers who have been forced to work (either in exchange for their transport, food, clothes or home, or as part of a punishment) to

supply goods, services and products. All of your employees must have volunteered to work and must be free to leave or end their employment by giving reasonable notice.

- You must not expect your employees to give you any government documents (e.g. passport) as a condition of their employment.
- You must also make sure that your employees' contracts clearly explain the conditions of their employment. You must provide these contracts in another language (if needed).
- You must never employ anyone younger than 15 years old. However, you may offer apprenticeships or vocational programmes to children under 15, as long as they keep to Article 6 of the International Labor Organization (ILO) [Minimum Age Convention Number 138](#). You may choose to employ young people aged between 16 and 18, as long as the work they do is not likely to put their health and safety at risk, and you keep to ILO Minimum Age Convention Number 138



5b Working hours

Your employees have the right to rest and leisure. Please make sure that you follow guidelines on good practice and local labor laws. If there aren't any labor laws, you should keep to the following.

5b(i) Your employees cannot work for more than 60 hours a week, unless it is an emergency or unusual situation.

5b(ii) You should give your employees at least one day off in every seven days. If an employee consistently works overtime, you should assess the situation at least every three months.



5b(iii) If your employees work overtime, you should pay them a higher rate than their normal hourly rate, or you should give them extra paid days off work.

5c Wages and benefits

You must:

- pay all of your employees at least a living wage, and provide all the benefits that you have to do by law;
- not take money from their wages as a form of disciplinary action;

- provide vacation time, leave time and all holiday pay in line with the law; and
- pay wages on time and clearly give details about any deductions you have made.

5d Discrimination

You must:

- always treat everyone equally;
- not treat women differently because they are pregnant, and
- not ask a woman to take a pregnancy test, unless the law allows you to do this because there is a risk to their health and safety;
- provide maternity leave for women in line with the law, without the risk of them losing their job or responsibilities;
- make sure that pregnant or breastfeeding women are not exposed to conditions that are harmful, and you must provide reasonable breaks and a designated area where they can breastfeed during work hours;
- give women temporary leave if they are ill or have complications related to pregnancy or birth, without the risk of them losing their job;
- keep medical information confidential;
- make sure that your employees are not harassed, bullied or treated unfairly;
- make sure that everyone in your workplace is included and that other employees treat them fairly and with respect;
- make sure that all employees have the chance to achieve their full potential; and
- respect your employees' legal right to form and join employee groups and trade unions. If the law says that your employees cannot join a group or trade union, you should set up something similar.

6. Community

We encourage you to work with and in the community. This will help you maintain and develop your business in the community you work in.

7. Management System

You should put in place a management system which relates to this code of conduct. The management system should:

- comply with applicable laws and regulations
- fit with this code of conduct
- Identify and lessen risks relating to this code of conduct
- assist in continuous improvement

7a Managing risks

You should have processes in place to identify and manage risks in:

- the environment;
- health and safety;
- business standards;
- work; and
- human rights.

Within health and safety, you must include the risks from:

- storing chemicals and material;
- your facilities;
- equipment; and
- laboratories and testing.

We expect you to have high standards; performance plans and targets, and to regularly assess these.

8. Monitoring and reporting

We expect you to evaluate your own activities to make sure you are keeping to this code of conduct throughout your work.

You should have suitable training in place for managers and employees on introducing your policies, procedures and improvements, and a way of getting ongoing feedback on continuous improvement.

You must have a process in place to correct and put right any mistakes or problems you find through audits, reviews or inspections.

We also expect you to investigate and report any concerns you have about issues to do with breaking the law or standards which relate to our business. We can then investigate and deal with these issues.

We expect you to co-operate with us fully during any investigation we carry out, and we do not accept any type of retaliation against any person or business who raises any concerns.



9. Subcontracting

Where you are allowed under the terms of your contract with National Grid to sub-contract work or services to third parties, we expect those third parties to be informed of the provisions of this Supplier Code of Conduct and to adhere to its provisions.

Initial

Name

Totals

1 Introduction

The information contained within this Request for Proposal (RFP) is confidential and proprietary to National Grid, and is to be used by the recipient solely for the purpose of responding to this (RFP). This RFP does not constitute an offer by National Grid to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer, nor does any response to this RFP bind National Grid in any way. Additionally, any costs incurred in responding to this RFP are the responsibility of the respondent. This RFP does not commit the National Grid in any way to award a contract, pay any costs incurred in the preparation of a submission or procurement or contract for product or services of any kind whatsoever. Upon submission, the response to this RFP will be the sole property of National Grid. National Grid reserves the right to execute all ideas therein without compensating the respondent. National Grid reserves the right, in its sole discretion, to accept or reject any or all responses to subsequent RFP, to negotiate with any or all firms considered, or to cancel this RFP in whole or in part.

2 About National Grid

National Grid (LSE: NG.; NYSE:NGG) is an international electricity and gas company and one of the largest investor-owned energy companies in the world. Please refer to the below URL for more information. <http://www.nationalgridus.com/aboutus/index.asp>

3 Supplier Code of Conduct

At National Grid, we are always seeking to improve our reputation as a sustainable and responsible company. To do this we must make sure that we keep to the law, our policies and licenses, and that we behave in line with our values.

3.1 The attached document details our Supplier Code of Conduct.

Please download and read the attached document. **References**

3.2 Have you downloaded and read the Supplier Code of Conduct?

4 Help with Ariba Tool

For Ariba help, please refer to "Download Tutorials" in the top left-hand corner, or "Help" in the top right-hand corner of your screen. Videos, as well as other materials are available.

Additional product support from Ariba company can be obtained from:
US Toll Free: 1-866-218-2155
US: 1 412 222 6153
Europe: 44 20 7187 4144
Asia: 65 6311 4745

5 Instructions to Bidder

Bidder shall mean those firms/vendors acting in the role of Supplier when responding with a quote to this RFP. Quote shall mean the Bidders formal response indicating their committed solutions that meet or exceed the requirements of the RFP. Subcontractors or subs can be defined as any Supplier under Contract or in the RFP response that are considered financially independent of the Bidder in any other business or accounting relationship.

This document shall not be construed as a request or authorization to provide material/equipment/service at National Grid's expense. Any material/equipment/service provided by a Bidder in connection with evaluating and responding to the RFP and, if selected, negotiating a definitive agreement will be at the Bidders own discretion and expense. This RFP does not represent a commitment to purchase or lease. National Grid reserves the right to reject any and all quotes at its absolute discretion. Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by such

6 Purpose of this RFP

The purpose of this project is to provide mobile contact voltage testing of underground electric distribution system in Rhode Island.

7 Communicating with National Grid

Primary point of contact: Jason Henry - Buyer of Engineering Services

For all communications related to this RFP, please utilize the "Event Messages" messenger tool, located in the upper left-hand corner of your screen. National Grid point of contact will also respond via this tool.

During this process, any questions or comments regarding this RFP must be logged into the Ariba system. Answers to Bidder inquiries will be distributed online to Bidders as soon as National Grid is able to provide responses. National Grid has an ethical obligation to maintain a parity of information about the selection process among all respondents to the RFP. Questions and answers will be given to all respondents in a timely manner, unless the question is one in which the supplier is seeking guidance on a unique approach or alternate, which should not be shared with the other bidders. In order to ensure this process remains fair for all participants, please be aware that contact with any other personnel within National Grid regarding the RFP or an organization with which National Grid is associated is prohibited and may result in the disqualification of your bid.

8 Non Disclosure Agreement

8.1 Please find attached National Grid's non-disclosure agreement (please hit the name of the document -> download this attachment -> save it to your local computer -> sign the document -> upload the scanned copy in the next question). National_Grid_NDA_2012[1].pdf

8.2 Please upload a signed copy of non-disclosure agreement.

9 Pre-Proposal Meeting and Pilot Program

There will not be a pre-bid meeting or site visit for this RFP. There will be, however, a pilot program to test equipment and technology effectiveness. This will be included as part of the RFP response. The dates for the pilot program are the 6th and 7th of September. Please respond through the Ariba Message Board with your availability for those dates by Tuesday, August 28th.

10 Proposal Effectivity and Ownership

Proposals remain valid for a minimum of 120 days from date of receipt of Proposals by the Company. All Proposals (and related materials), once delivered, become the property of the Company. All material must be in accordance with item descriptions/manufacturers/part numbers/specifications. There will be no minimum order value or quantity requirements.

11 Direct Payment Permits

National Grid Corporation, National Grid USA Service Company and Niagara Mohawk Power Corporation have authorization to pay use tax directly to the States of New York, Massachusetts, Rhode Island & Vermont for purchases of taxable goods and services.

Please refer to the following web-site for additional details: http://www2.nationalgridus.com/corpinfo/purchasing/payment_all_all.jsp

12 Scope of Work

Please see attached documents for complete Scope of Work. This includes reference documents for Appendix 1.

12.1 Mobile Contact Voltage Study Scope 2012 Mobile EV Request for Proposal (8-20-12).doc **References**

13 Evaluation Criteria

All Proposals will be evaluated based on the criteria listed below. The stated criteria are not necessarily in order of importance. National Grid reserves the right to weight the below evaluation criteria as it sees fit. It is important that submitted proposals be both thorough and concise. Bidders, who fail to meet the minimum qualifications, shall not be considered for award. It is imperative that your responses for this RFP clearly indicate how your company meets National Grid's established criteria.

The primary basis for evaluation of this RFI/RFP will be the best overall value to National Grid. Suppliers must provide highly competitive pricing both at the outset of the relationship and on an ongoing basis throughout the life of the contract. National Grid expects its suppliers to work as a partner to continuously identify opportunities to reduce all components of total cost for these goods/services. National Grid will evaluate the following areas:

Technical: Abilities with regard to bid requirements

Commercial: Total cost of proposal submitted

14 Evaluation process / Procedure

A cross-functional Evaluation Committee composed of National Grid representatives will rate all Proposals based on the evaluation criteria provided in this RFP and may reduce the number of bidders being considered to a "short list" of finalists based upon objective analysis.

After all responses have been thoroughly reviewed and negotiations completed with finalists, National Grid intends to award the Contract(s) to the bidder(s) who offers the best overall value. National Grid reserves the right not to award any Contract(s) as a result of this RFP.

15 Commercial Requirements, Policies, Terms and Conditions

15.1 Please find attached National Grid's Terms and Conditions document for Commodity (please hit the name of the document -> download this attachment -> save it to your local computer -> sign the document -> upload the scanned copy in the next question). 00400 Ts&Cs for Consulting Services 06-25-09.doc

15.2 Any exceptions, clarifications of, or deviations from the requirements, Terms & Conditions, or anything included in this event cannot be satisfied by the bidder, must be clearly identified and noted, the bidder is requested to **"redline"** the Terms & Conditions document provided. Please upload edited document in the following section. Should there be no exception, please indicate with "NO EXCEPTION" clearly marked on a document.

15.3 Please upload any exceptions here (In case you do not have any exceptions, please upload an empty document with title "No Exceptions").

16 Commercial Response

Please provide your commercial responses in the following section.

16.1 Pricing Sheet.xls Pricing Sheet.xls

16.2 Please download the document provided in Section XX.1 Pricing Sheet, complete and upload in Section 16.3, please title the uploaded document as **"your firm" RI Contact Voltage**.

16.3 Pricing Sheet Attachment

16.4 Please upload your bid proposal in section 16.5, also please title your uploaded document **"your firm" RI Contact Voltage.xxx**.

16.5 Bid Proposal

17 Technical Response

Please provide your technical responses in the following section.

17.1 Please provide a list of information that is expected for client to provide.

17.2 As part of your proposal an "Execution Strategy Statement" is required. Please download the attached document, provide the required information as requested, save then upload in the following question. References

17.3 Please upload the completed "Execution Strategy Statement" here, **Please title your response as follows: "your firm" RI Contact Voltage Execution Strategy Statement.doc**

17.4 Please provide resumes of personnel who could or will be performing work on this job.

17.5 Resumes

18 General Information

18.1 Please enter your company name here.

18.2 Please provide a brief history of your company.

18.3 Please list your company's major lines of business, including the length of time in each business line.

18.4 What is your company's current form of ownership?

18.5 Has your company ever operated under a different name?

18.6 [Conditionalized on above question] Please provide previous name of your Company 1.

18.7 [Conditionalized on above question] Please provide time of business (yyyy-yyyy) of your Company 1.

18.8 [Conditionalized on above question] Please provide previous name of your Company 2.

18.9 [Conditionalized on above question] Please provide time of business (yyyy-yyyy) of your Company 2.

18.10 Does your company have a parent company?

18.11 [Conditionalized on above question] Please list the names of your parent companies.

18.12 Does your company have any subsidiaries?

18.13 [Conditionalized on above question] Please list the names of your subsidiary companies.

18.14 Where is your company headquartered?

18.15 Do you have local offices in Massachusetts?

18.16 Please indicate the locations of your local offices

[Conditionalized on above]

18.16.1 Location 1 Street Address

18.16.2 Location 1 City

18.16.3 Location 2 Street Address

18.16.4 Location 2 City

18.16.5 Location 3 Street Address

18.16.6 Location 3 City

18.16.7 Location 4 Street Address

18.16.8 Location 4 City

18.17 Please provide your primary Point of Contact's contact information below.

18.17.1 Name and Title

18.17.2 Email Address

18.17.3 Phone #

18.17.4 Please describe this person's qualifications and list past experience with contracts of this type. Attach this contact's resume here.

19 Personnel

19.1 How many full time employees does your company have?

19.2 How many full time employees are on your payroll?

19.3 Employee hours worked each of last 3 years (do not include any non-work time, even if paid).

19.3.1 Year 2011

19.3.2 Year 2010

19.3.3 Year 2009

19.4 Background Checks

19.4.1 Please find attached the National Grid's level-2 background check requirements. BackgroundCheckRequirementsL2.pdf

19.4.2 Please find attached National Grid's level-2 Background compliance document (please hit this document name -> download this attachment -> save the document onto your local computer -> sign the document and upload the scanned document in next question). Background Check Level 2 Compliance Statement Effective 04 09.doc

19.4.3 Please upload signed copy of Level-2 Background compliance document.

19.4.4 Please find attached the National Grid's level-1 background check requirements. Background Check Level 1 Letter - Amendment - Compli Statement.doc

19.4.5 Please find attached National Grid's level-1 Background compliance document (please hit this document name -> download this attachment -> save the document onto your local computer -> sign the document and upload the scanned document in next question). Background Check Level 1 Cover Letter and Compliance Statement.doc

19.4.6 Please upload signed copy of level-1 background compliance document.

19.4.7 Does your company has a formal employee background check program in place?

19.4.8 [Conditionalized on above] For how many years?

19.4.9 [Conditionalized on above] Does your company perform employee checks internally, or are they performed by outside firms or agency?

19.4.10 [Conditionalized on above] List the names, addresses, contact names & contact phone numbers of any agencies or firms engaged by your company to perform employee background checks.

19.4.11 [Conditionalized on above] Background Checks: Please check all of the types that you currently perform [Check all options that apply].

20 Financial Stability

20.1 Please list bankruptcies and jurisdictions filed by the Bidder or its officers, directors, or partners ("Affiliates").

20.2 Please enumerate any litigation in which the Bidder or its Affiliates have been involved.

20.3 Please enumerate any judgments that are against the Bidder or its Affiliates.

20.4 Please enumerate any civil proceedings of which the Bidder or its Affiliates have been the subject.

20.5 Please disclose any instance in which the Bidder or its Affiliates have defaulted or were deemed to be in noncompliance with any obligation related to the construction of solar, sale or purchase of power (capacity, energy and /or ancillary services), RECs, transmission, natural gas.

20.6 Please disclose any instance that the Bidder or any of its Affiliates was deemed to double count and/or misuse RECs.

20.7 Please state your company's total revenue for each of the past 3 years.

20.7.1 Revenues: Year 2011

20.7.2 Revenues: Year 2010

20.7.3 Revenues: Year 2009

20.8 Please state your company's revenue generated from Engineering related activities for each of the past 3 years

20.8.1 Revenues: Year 2011

20.8.2 Revenues: Year 2010

20.8.3 Revenues: Year 2009

20.9 Describe your company's total liabilities for each of the past 3 years

20.9.1 Liabilities: Year 2011

20.9.2 Liabilities: Year 2010

20.9.3 Liabilities: Year 2009

20.10 Describe your company's total assets for each of the past 3 years

20.10.1 Assets: Year 2011

20.10.2 Assets: Year 2010

20.10.3 Assets: Year 2009

20.11 Guarantees - List all outstanding contingent liabilities.

21 Business Continuity plan

In order to ensure National Grid's ability to exceed it's customers needs, National Grid has established a Business Continuity Plan in the event of an emergency or disaster. Part of National Grid's plan is to ensure critical suppliers are able to fully support National Grid by continuing to provide for the services requested in this RFP.

Please respond to the following question and provide a copy of your companies plan or plan summary in the space provided below.

21.1 Does your company currently have a business continuity plan in the event of an emergency, disaster or unforeseen circumstances that would impact your ability to provide the requested services to National Grid?

22 Business Continuity

In order to ensure National Grid's ability to exceed it's customers needs, National Grid has established a Business Continuity Plan in the event of an emergency or disaster. Part of National Grid's plan is to ensure critical suppliers are able to fully support National Grid by continuing to provide for the services requested in this RFP.

Please respond to the following question and provide a copy of your company's plan or plan summary in the space provided below.

22.1 Does your company currently have a business continuity plan in the event of an emergency, disaster or unforeseen circumstances that would impact your ability to provide the requested services to National Grid?

22.2 Please upload a copy of your company's Business Continuity Plan [if you have plan summary, please copy it into a word document and upload the same here].

23 Supplier Diversity Program

23.1 Please describe your company's supplier diversity program.

23.2 Is your company certified as a minority, women or diverse owned business?

23.3 Please indicate which categories you are certified [Check all options that apply]

23.4 National Grid's Commitment to Supplier Diversity

National Grid is committed to the policy of providing the maximum practicable opportunity to small business concerns, veteran-owned small business concerns, service disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, minority-owned business concerns and women-owned small business concerns (collectively "diverse suppliers") to participate in performing contracts to the fullest extent consistent with efficient contract performance.

Vendor agrees to provide National Grid with information with regard to its status or the status of its subcontractors as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, minority-owned business concerns or women-owned small business concern.

Vendor further agrees to provide the following information to National Grid with regard to any subcontractors utilized by the Vendor: name, address, and business size.

Vendor is advised that Vendors awarded contracts in excess of \$550,000 may be required to provide a subcontracting plan similar to the plan required by Federal Acquisition Regulation 52.219-9, entitled "Subcontracting Plan".

23.4.1 National Grid's Supplier Diversity Policy (please hit the name of the document -> download this attachment -> save it to your local computer -> open it from there).

NationalGridSupplierDiversityPolicyStatement.pdf

23.4.2 What services and / or products do you provide?

23.4.3 Please provide information regarding your diversity hiring or sourcing process.

24 Exceptions

Any exceptions, clarifications of, or deviations from the requirements, Terms and Conditions, or anything included in this event that cannot be satisfied by the bidder, must be clearly identified and noted in the exceptions sections by referring to the Section # Subsection # and clearly stating the item that cannot be met. Deviations to the Terms and Conditions set forth in this event (including additional, inconsistent, conflicting or alternate terms) may render the bid non-responsive and may result in bid rejection.

24.1 Please upload any exceptions here [In case, you don't have any exceptions, please upload an empty document with title "NoExceptions"].

NON-DISCLOSURE AGREEMENT

AGREEMENT dated as of _____, 2012 ("Execution Date"), between _____ (the "Recipient") and National Grid USA Service Company, Inc. with offices at 40 Sylvan Road, Waltham, MA 02154 ("National Grid" or the "Company"), each, individually, a "Party" and, collectively, the "Parties".

WHEREAS, the Company and its affiliates possess certain confidential and proprietary Information (as such term is defined below); and

[WHEREAS, subject to the prior written consent of Company and its affected affiliates and with the presence of an authorized Company or affiliate representative, the Recipient may be permitted access to certain facilities ("Facilities"); and]

WHEREAS, the Recipient desires the Company to disclose Information in connection with _____ ("Purpose"); and

WHEREAS, the Company is willing to disclose Information to the Recipient subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

1. The term "Information" means
 - (a) all business, financial, strategic, technical and other information which is
 - (i) directly or indirectly furnished or disclosed by the Company or its affiliates (or its or its affiliates' agents, servants, representatives, or employees) to Recipient or its representatives, whether provided orally, in writing, by electronic means or otherwise, or
 - (ii) discovered or derived from Recipient's or its representative's presence at, or access to, any of Company's or its affiliate's facilities; and
 - (b) strategies, techniques, ideas, memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, or anything else prepared or derived, in whole or in part, from the information described in 1(a), above; and
 - (c) the fact that the Information is being disclosed hereunder or that discussions or negotiations may take place or have taken place concerning the Purpose, or any of the terms, conditions or other facts with respect to any possible transaction relating to the Purpose, including the status thereof.
2. Recipient shall receive all Information in strict confidence, shall maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Company. The Recipient may disclose Information to its employees ("Representatives") to the extent each such Representative has a need to know such Information for the purpose contemplated by this Agreement and provided that each such Representative agrees in writing to maintain the confidentiality of such Information and to be bound to observe all other obligations of the

Recipient under this Agreement for the benefit of the Company and its affiliates. The recipient's liability hereunder shall include, without limitation, liability for any breach of the terms of this Agreement to the extent caused by its Representative(s).

Recipient shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Recipient. None of the Information which may be disclosed to Recipient shall constitute any representation, warranty, assurance, guaranty or inducement by the Company to the Recipient of any kind. The Company (including its affiliates) shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Information disclosed under this Agreement.

3. Except as provided in Section 14, below, this Agreement shall not apply to Information which, at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives.

4. Recipient and its Representatives shall use Information solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without the Company's and any of its affected affiliate's prior written consent.

5. Recipient shall return and deliver, or cause to be returned and delivered, to the Company all tangible Information, including copies and abstracts thereof, within 30 days of a written request by the Company.

6. Nothing contained herein shall require or commit a Party to undertake or proceed with a transaction of or with the other Party, including, without limitation, the purchase of goods or services; any such transaction shall be the subject of a separate written agreement between the Parties.

7. Either Party may terminate this Agreement by written notice to the other Party; notwithstanding any such termination, all rights and obligations hereunder with respect to confidentiality and restrictions on use of Information shall survive with respect to Information disclosed prior to such termination.

8. The Parties acknowledge that a breach of this Agreement would cause irreparable harm to the Company and/or its affiliates for which money damages would be inadequate and would entitle the Company to injunctive relief and to such other remedies as may be provided by law.

9. This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts, United States of America, without regard to the principles of the conflict of laws contained therein. Both Parties hereby submit to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Agreement. All lawsuits filed to enforce any provisions of the Agreement, or to litigate any claims arising in connection with this Agreement, shall be filed in the Superior Court, Worcester, Massachusetts, which shall be the sole and exclusive venue for all litigation related to this Agreement.

10. This Agreement may be modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.
11. This Agreement may not be assigned without the express written consent of both Parties hereto; provided, however, that the Company may assign this Agreement to an affiliate of the Company without the consent of the Recipient.
12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.
13. This Agreement constitutes the entire agreement between Company and Recipient with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.
- [14. The Recipient acknowledges that Information and/or data regarding the Facilities may be deemed "critical energy infrastructure information" ("CEII") under applicable Federal Energy Regulatory Commission ("FERC") rules and policies. Without limiting any other term of this Agreement, Recipient shall, and shall cause its representatives to, strictly comply with any and all laws and regulations (including, without limitation, FERC rules and policies) applicable to such CEII relating to any of Company's or its affiliates' facilities. The Recipient and its representatives shall not divulge any such information to any person or entity, directly or indirectly, unless permitted to do so by law and unless it has first obtained, in each case, the express specific written consent of the Company and any affected Company affiliate. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit Information to FERC, a state regulatory agency, court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall, in addition to obtaining Company's prior written consent, seek a protective order or other procedural protections to ensure that such Information is accorded CEII status or is otherwise treated as confidential or proprietary.]
15. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by the either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.
16. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

[Signatures are on following page]

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.

By: _____

Name:

Title:

National Grid USA Service Company,

Title:

2012 Mobile Contact Voltage Testing Program RFP

Request for Proposal: Mobile Contact Voltage Testing of Underground Electric Distribution System Multi-year Contract

1. Objective

On June 6, 2012, Senate Bill S 2387 Substitute A, amending Chapter 32-2 of the General Laws was signed into law directing the Rhode Island Public Utilities Commission (RIPUC) and the Rhode Island Division of Utilities and Carriers (Division) to initiate a proceeding to establish a contact voltage program for Narragansett Electric Company in Rhode Island, (National Grid or Company) and to issue an order on the program by no later than October 4, 2012. This statute, R.I.G.L. §39-2-25, requires National Grid to submit to the Commission a program designed to implement appropriate procedures to detect contact voltage on publicly accessible surfaces, such as sidewalks, roadways, storm drains and streetlights that can become energized by faults to the electric underground distribution system. Causes of contact voltage include insulation degradation, neutral corrosion/burn out, workmanship, and construction damage. This program must include a survey of at least forty percent (40%) of designated contact voltage risk areas by June 30, 2013, and an annual survey of no less than twenty percent (20%) of designated contact voltage areas each year thereafter.

Stray Voltage: A voltage resulting from the normal delivery and/or use of electricity (usually smaller than 10 volts) that may be present between two conductive surfaces that can be simultaneously contacted by members of the general public and/or their animals. Stray voltage is caused by primary and/or secondary return current, and power system induced currents, as these currents flow through the impedance of the intended return pathway, its parallel conductive pathways, and conductive loops in close proximity to the power system. Stray voltage is not related to power system faults, and is generally not considered hazardous.

Contact Voltage: A voltage resulting from abnormal power system conditions that may be present between two conductive surfaces that can be simultaneously contacted by members of the general public and/or their animals. Contact voltage is caused by power system fault current as it flows through the impedance of available fault current pathways. Contact voltage is not related to normal system operation and can exist at levels that may be hazardous.

2. Scope of Work

Proposed work is field testing, investigation, and documentation of contact voltage using mobile electric field detectors. Contractor personnel will survey the electric distribution system in designated contact voltage areas of Rhode Island approved by the Rhode Island Public Utilities Commission (RIPUC or Commission) by driving a mobile sensor over public roads. The designated areas include Newport, Pawtucket, Providence, and Woonsocket and any additional areas approved by the Commission.

The Contractor will maintain data on each day's activities, each voltage condition detected, and progress towards the goal of completing a specified number of mobile surveys within a designated timeframe. The Contractor will provide daily progress reports and frequent spreadsheet updates/database uploads. The Contractor will also be required to provide detailed, auditable records of the survey and any contact voltages detected.

The work will be completed by June 30, 2013 and by March 31 annually thereafter.

During these time periods the following must be completed by the Contractor:

- 1- 40% of the designated contact voltage areas by June 30, 2013
- 2- 20% of the remaining contact voltage area by March 31 annually.

Note, this schedule and percentage can be altered.

The Company will consider multiple vendors. Vendors may bid on the entire work package (testing and site-safety for all designated contact voltage areas) or one part of the work package (testing for all contact voltage areas and/or site-safety). A list of contact voltage areas to be scanned is attached as Appendix 1 (Grid Maps).

Certified Mobile Testing Systems

Two certified mobile testing systems used to test publicly accessible surfaces and underground electric facilities, including, but not limited to, manholes, service boxes, and transformer vaults, to identify contact voltage conditions using a technologically advanced mobile field detector.

Narda 8950/10 Stray Voltage System

A UL certified mobile testing device capable of reliably detecting voltages of greater than 2 volts from a distance of 30 feet on a mobile platform traveling at a speed of 25 mile per hour.

SVD2000 Stray Voltage Mobile Detector

The SVD is a truck mounted device that employs a three-dimensional antenna to sense unshielded sources of electricity, by way of electric field, within a 30 foot radius while moving at speeds of approximately 20 miles per hour.]

3. Survey Requirements

RFP Pilot Program

As part of this RFP process, a Vendor must participate in a pilot program designed to survey a Company designated contact voltage area. The results of that survey will be included as part of the vendor's response to the RFP. The pilot survey will be conducted

by each Vendor on the same day in an identical contact voltage area designated by the Company. National Grid personnel will accompany each vendor during the survey.

The results of this pilot survey will be provided to the Commission and Division as part of the Company's recommendation on technology and equipment..

Coverage Requirements & Testing Timeframes

Contractor will perform surveys of designated contact voltage that will cover publicly accessible surface roads in the designated contact voltage areas, *excluding* highways, parkways, tunnels, bridges, roads within city parks as well as identified private property. Specific territory is designated on the maps accompanying this RFP (Appendix 1: Grid Maps).

Testing Timeframe

Testing shall be performed during night hours, when streetlights are on, Testing will be conducted between 9p – 5a or 10p – 6a, depending on the sunlight/sunset schedule to ensure that mobile surveying is performed when the streetlights are illuminated. During the time of testing, site safety resources will be required to respond to any contact voltage conditions found.

Contact Voltage Testing & Field Investigations

As the mobile detector vehicle moves through the survey environment, when there is an indication of an E-field anomaly, the operators must stop the vehicle and perform a manual field investigation for the presence of contact voltage. The manual field investigations will require the use of hand tools and testing of all metal surfaces and sidewalks within 30 foot radius of the point of where the (Narda detector or the SVD2000 vehicle} indicates the presence of anomalous electric fields. To perform the field investigation, the Contractor must use a handheld E-field detector and the HD LV-5 Direct Contact Low Voltage Detector. If the handheld E-field detector or HD LV-5 gives a positive indication, the contractor will take a voltage reading using an approved multi-meter per National Grid EOP-G016 equipped with a Company approved 500 ohm shunt resistor and for any reading greater than or equal to 1V, the Contractor will also take a 3rd harmonic measurement.

When performing a field investigation, the surfaces to be tested should include, but are not limited to, the following:

- a. National Grid facility covers, including those underneath parked vehicles
- b. Streetlights, traffic signals, pedestrian crosswalks and signs
- c. Street furniture (phone booths, bus shelters, other fixed items)
- d. All other metal items in or on the pavement, or touchable from publicly accessible walkways, such as curbs, fences, awnings, etc. (Investigators are not to enter a customer's private fenced yards or property or the interior of buildings to check for voltage conditions).

Any positive indications by either hand held tool should be followed up with multi-meter measurements on the target structures. Voltage measurements must be taken with an approved multi-meter per National Grid EOP-G016 and an approved 500Ω shunt resistor and without the 500Ω shunt resistor. The investigators must verify that a suitable ground (i.e. a ground that is not energized) is used as reference. Ground source location must be marked with tape, paint or a flag for future testing of repair work.

For any contact voltage measurements detected with a 500Ω shunt resistor that are greater than or equal to 4.5 volt, a 3rd harmonic measurement using an approved multi-meter must be taken. The details of all the contact voltage finding for each E-field detection (including false positives) location must be documented and voltage measurements greater than or equal to 4.5 volt identified with a Fluke multi-meter and 500Ω shunt resistor must be reported to the Company, see Section 6 Corrective Action Requirements for Elevated Voltage Findings of the Company's EOP – G016

The Contractor is responsible for training field personnel to operate the detector vehicles, handheld E-field detector, HD LV-5 detector, and approved multi-meter per National Grid EOP-G016 with a Company approved 500Ω shunt resistor. Contact voltage findings greater than or equal to 4.5V measured with a 500Ω shunt resistor must be reported to the Company as energized equipment using the *Stray Voltage Notification Process (see section 4.5 of Company EOP-G016)*. Reported voltage readings greater than or equal to 4.5V with the shunt resistor should be rounded to one decimal number (example 4.6V or 23.5V).

- 1- Guarded for the purpose of this requirement is defined as guarded by a person or a protective barrier that prevents public contact if the elevated equipment voltage found is greater than 4.5 volts.
- 2- If the voltage measures less than 4.5 volts and is found to be consistent with system operation design (no visual evidence of a problem upon review) no further action is required.
- 3- If the voltage measures equal to or greater than 4.5 volts and less than 8 volts it can either be guarded in person or by a protective barrier that prevents public contact.
- 4- For voltages equal to and greater than 8 volts the Contractor must assemble a safety set-up, consisting of cones/barriers/tape, around the energized surface to prevent member of the public and their pets from coming in contact with the contact voltage. The area where energized equipment is found must be immediately and continuously safe-guarded until properly relieved by a National Grids repair crew, or by the Contractor's own site-safety personnel. The safety set-up is to remain on location until the contact voltage condition is mitigated by the repair crew.

Field Investigation Equipment

The Contractor is responsible for providing all tools required for the contact voltage identification process, the Contractor is responsible for providing barrier tape, cones, approved digital multi-meters per National Grid EOP-G016, extended ground test leads, 500Ω shunt resistors, handheld E-field detectors, HD LV-5 Direct Contact Low Voltage Detectors, and any other tools needed to perform the field tests and studies. All material, equipment and tools used by the Contractor are subject to Company approval.

Multiple Energized Structures at a Single Location

If at the same location, multiple structures/surfaces are found energized, the following reporting rules apply:

- 1- If there are multiple energized objects, other than street/traffic lights, found at the same location, report each object as a separate incident. In other words, each energized object found will be assigned a unique incident number. For example, if a hydrant, a section of sidewalk (specify approximate dimensions i.e. 5' x 3'), and a manhole cover (if cover is labeled 'Electric' please note), are energized, then three unique (separate) incidents should be reported.
- 2- Only the energized objects at a location should be reported. For example, if objects on the sidewalk, such as a fire hydrant is found energized but the sidewalk itself is not energized, then only the incidents should be reported.
- 3- If there are multiple energized objects including a street/traffic light, each should be reported as separate incidents.
- 4- Multiple metal pole lamps at the same intersection are multiple incidents and should be reported separately, supplying unique incident number.

Support Services

The mobile contact voltage survey process requires field support from (including but not limited to the following) site-safety personnel, office support, field overseers, personnel to manage data, tools, etc. Except for site-safety personnel, these services shall be included as part of the cost of testing.

4. Site-Safety Services

Where contact voltage is found and voltage measured with shunt resistor is greater than or equal to 4.5 volts, the testing contractor crews will standby the location to protect the public and their pets from coming into contact with the energized structure(s). The site-safety contractor (SSC) will be the first person dispatched to the area. to allow for the testing crew to continue surveying. The site-safety contractor must respond to the location in their own vehicle. Once voltage greater than or equal to 4.5 V is confirmed using a voltmeter (multi-meter) and 500 ohm shunt resistor, the following should occur:

1. Testing personnel set up large cones or vertical stanchions with barrier tape at least 3 feet away from all sides of the energized structure to direct pedestrian traffic away from the area.
2. Testing personnel requests for site-safety and remains on location until site-safety arrives.
3. Upon arrival, the SSC should position the vehicle in such a manner as to be as close as possible to the coned-off area with an unobstructed view of the area to be safeguarded. SSC will remain on location until relieved by a National Grid repair crew/representative
4. While the Site-Safety Contractor is on location he/she is required to remain alert and aware of his/her surroundings at all times. The Site-Safety Contractor must situate his/her vehicle in such a manner as to be as close as possible to the coned-off contact voltage area and with an unobstructed view of this area. The Site-Safety Contractor cannot leave the location unguarded unless alternative site-safety arrangements have been made (i.e. Site-Safety Contractor representative provides SSC relief to use the facilities, etc. on job locations).

Site-Safety Contractor Training & Oversight

The Company will provide basic training to a Contractor representative(s) in safeguarding of structures under a train-the-trainer approach. The Contractor is responsible for training all Contractor employees and ensuring their staff is all qualified to perform site-safety services. The Contractor must provide documentation to the Company of the names and dates when Contractor personnel were trained and qualified. The Contractor must have site-safety oversight to ensure that all SSC are correctly performing their job functions and to address any issues/needs of the SSC personnel.

Site-Safety Contractor Tool Requirements

Site-safety contractors need to respond to locations using their own vehicles. The Contractor is responsible for ensuring that each site-safety contractor has a vehicle to commute between location and a mobile phone to use to make all required notifications and be contacted by.

Site-Safety Assignment Process

The site-safety person will be dispatched directly by the Testing Contractor.

Site-Safety Dispatch via Testing Contractor

Once the Testing Contractor determines that an SSC is needed on location, testing contractor dispatch will contact the Site-Safety Contractor dispatch and request an SSC. The Testing Contractor will provide the Site-Safety Contractor the incident number(s), the location, the contact voltage object, voltage measurement, 3rd harmonic measurement and ground reference.

The Site-Safety Contractor is expected to arrive on location immediately after receiving the call from the Testing Contractor. When responding to an intersection location, only one site-safety person per intersection is required unless the intersection is extremely large and/or the site-safety person would not have line of sight access to all safety setups at all times. No more than two site-safety positions shall be allowed at any one intersection. The Company must be able to contact Site-Safety at all time, as long as there are SSC's out on locations, regardless of whether testing is being conducted.

5. Documentation

Accurate and timely documentation is required and is critical to the success of the project.

Daily Reporting

The testing contractor shall send a report at the end of the testing shift to the Company listing each contact voltage condition found. The report should include, address, on street, cross street, object where voltage was detected; voltage measured with and without shunt resistor, 3rd harmonic reading, latitude and longitude coordinates, and date/time condition was found. Updates will be made daily to the Company sent via email by 8am the morning after each testing day.

Site-Safety Report (via email or phone)

A Site Safety Report will be sent daily to the Company and include each event reported with incident number, date/time SSC arrived on location, SSC status (i.e. still on location, date/time SSC was relieved from location), address, street and cross street, number of site-safety personnel on location, who the SSC was relieved by. In addition, the site-safety contractor must provide the Company via email with status updates with this information throughout the day and night until all SSC(s) have been relieved from the location.

Contact Voltage Report

A Contact Voltage Report will: be sent daily to the Company and include a list of contact voltage conditions found during the shift by incident number, date/time reported, voltage measured with/without shunt resistor reported, object/surface energized, object badge, location and type of ground reference used with markings, location address, street, and cross street, latitude and longitude.

City Mileage and Events Report

A City Mileage and Events Report will be sent daily to the Company and include for each designated contact voltage area list the number of vehicles deployed, events reported and the mileage covered during the night's shift as well as the cumulative total of the events reported and mileage covered.

Method of Tracking Completion

Completion of routine survey area will be tracked by covering all streets and marking off defined grid maps. The Company shall provide detailed GPS LAT/LON locations of Underground testing areas that clearly define the testing area within each designated contact voltage area. The Contractor must maintain master maps and mark off streets until all contact voltage areas have been completed

Field Use Maps

For easier use in the field, the Contractor should generate smaller scaled versions of the attached GPS LAT/LON locations. These maps are ideally suited for use in the field as the crew can easily see the streets they are working on and can mark off progress easily with highlighter markers.

Marking of Paper Maps and GPS Tracking

Documentation of survey progress should be performed by using either paper or electronic maps. Paper maps, enlargements of the supplied UG distribution maps, can be marked with highlighters to track progress. The Contractor must keep a master set of maps for each survey, and highlight the completed streets and designate contact voltage areas as progress is made and not as an afterthought. The marked-up maps are a deliverable at the conclusion of the project and will be maintained on file in the case the electronic data is unclear.

The SVD2000 mobile detectors are equipped with Global Positioning System (GPS), which the Contractor must use to demonstrate that the vehicle surveyed the required streets.

NARDA; The Contractor may use either a proprietary or an off-the-shelf mapping application to electronically document survey completion.

The GPS coordinates in decimal format of each event should be submitted on a daily basis in the Event Report, including the other details of the events.

6. Information Resources Requirements

The Contractor is responsible for assigning a dedicated Data Manager for this project who shall be accountable for:

- 1- Maintaining the data exchanges
- 2- Supervising dispatch staff to ensure timely and accurate completion of daily and weekly reports.
- 3- Support electronic data collection and downloads
- 4- Liaison with the Company's personnel overseeing the project to resolve any data inconsistencies or requests.

Data Collection, Recording, & Transmittal

Field investigators shall record data for each investigation they perform and for each contact voltage they detect using the on-board computer. The manual data entry required is the manual marking up of maps and the completion of the job information document to be given to the SSC.

Each investigation requires, at a minimum:

- 1- Date of event
- 2- Time of event
- 3- Address
- 4- Cross street
- 5- Voltage detected w/ and w/o shunt resistor

Each contact voltage detected requires, in addition:

- 1- Energized surface (manhole, streetlight, fence, etc)
- 2- 3rd harmonic measurement
- 3- Ground reference point used and marked to make voltage measurement (hydrant, curb, ground rod, etc.) When using a ground rod for the reference point. A flag must be used to identify the location of the ground rod. (i.e. dig safe push in flags)
- 4- Street/traffic light badge number (metal pole lamps only)

The Contractor shall submit sample reports for Company approval at least one week prior to the start of the survey program. Daily progress reports in Microsoft Excel format shall be sent to the Company by 8:00am each day. The Daily Report Template must be approved by the Company.

7. Quality Assurance and Control

The Contractor shall implement quality control procedures to ensure accuracy of data collection. The Company has the following quality control requirements and expectations:

- 1- **Vehicle Calibration:** Daily calibration and maintenance of calibration log. Contractor shall use an energized test source to test the responsiveness of the vehicles before and after each shift. A written log shall be maintained by the drivers to ensure the sensitivity of the detector is relatively steady over time. The test source should be proposed by the Contractor and must be approved by the Company. An example is a metal plate between two insulated plastic sheets mounted on the wall. Significant deviation from previously reported values should be reported to the Company representatives and a different vehicle, if available, may be used for the day.
- 2- **Work In Progress Audits:** Company personnel will conduct ride-along visits to ensure that vehicle operation, field investigation, data entry, and data retrieval are all being performed properly. Any discrepancies will be documented and addressed

at the time of identification and correction will be made immediately. The work in progress audits shall be performed with each operating crew during the first 4 weeks. The Company may extend the duration of the initial work in progress audits. After the initial period, the Company will conduct periodic ride-along visits as needed.

- 3- **Data Audits:** Contact voltage jobs reported are identified by an incident number. The Company will reconcile jobs reported with jobs received daily to ensure no jobs are missed. Site-safety standby start/end times will also be checked against Company records to maintain accurate and fair reporting and billing. Data Manager will be responsible to resolve any disputes arising from data conflicts of this nature.

The Company requires that the Testing Contractor provide resources to investigate contact voltage conditions, with Company personnel, where the testing contractor reported finding contact voltage but the Company was unable to substantiate the reported contact voltage findings. Such meets may be during the same shift or may have to be scheduled outside of the routine testing schedule. The investigation of such unsubstantiated reports will be at no additional cost to the Company. Field meets that need to be conducted outside of the routine schedule will be scheduled with the testing contractor at least a day in advance.

Suspension of Work

In response to most holidays, testing will be suspended (and consequently the need for site-safety services as well, unless already on a contact voltage location) on the following dates due to the holidays. Similar suspension of testing due to Company observed holidays will apply subsequent timeframes.

- (Memorial Day)
- (Independence Day)
- (Labor Day)
- (Columbus Day)
- (Veteran's Day)
- (Thanksgiving)

Note: Holidays will change with Calendar year.



NATIONAL GRID USA AND AFFILIATED COMPANIES

TERMS AND CONDITIONS

FOR

CONSULTING SERVICES

DOCUMENT NO. 00400

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1	DEFINITIONS	1
2	CONSULTANT’S RESPONSIBILITIES	1
3	PERSONNEL BACKGROUND CHECKS	1
4	INDEPENDENT CONTRACTOR	2
5	COMPANY’S RESPONSIBILITIES	2
6	PURCHASE ORDER PRICE	2
7	INVOICES	2
8	RESPONSIBILITY FOR PROFESSIONAL SERVICES	3
9	AUDIT AND MAINTENANCE OF RECORDS	4
10	INDEMNIFICATION	4
11	INSURANCE	5
12	SCHEDULE	6
13	FORCE MAJEURE	6
14	PURCHASE ORDER CHANGES	7
15	RIGHTS, CLAIMS AND DISPUTES	7
16	NO WAIVER AND ELECTION OF REMEDIES	8
17	TERMINATION	8
18	TITLE TO PLANS AND SPECIFICATIONS	9
19	PATENT INFRINGEMENT AND INDEMNIFICATION	9
20	INVENTIONS, PATENTS AND COPYRIGHTS	10
21	NON-DISCLOSURE	11
22	EQUAL EMPLOYMENT OPPORTUNITY	11
23	UTILIZATION OF SMALL BUSINESS CONCERNS	11
24	ASSIGNMENT	13
25	ALCOHOL AND DRUG ABUSE POLICY FOR CONSULTANTS	13
26	REGULATORY REQUIREMENTS	13
27	THIRD PARTY ITEMS	13
28	COMPLIANCE WITH LAWS	13
29	JURISDICTION AND GOVERNING LAWS	13
30	SEVERABILITY	14
APPENDIX A	NON-DISCLOSURE AND ASSIGNMENT AGREEMENT	A-1

1.0 DEFINITIONS

- 1.1 Defined Terms. For purposes of these Terms and Conditions and as used in the Purchase Order incorporating these Terms and Conditions, the following commonly used terms are defined as follows:
- 1.1.1 “Company” – The primary contracting party identified as such in the Purchase Order – usually National Grid USA or one of its affiliated companies and their successors and assigns.
 - 1.1.2 “Purchase Order” – The written and executed agreement between Company and Consultant including all documents therein designated as being a part of the Purchase Order and all amendments thereto (“Amendments”). The Purchase Order constitutes the entire agreement between the Company and Consultant regarding the subject matter of the Purchase Order.
 - 1.1.3 “Consultant” – The business entity (firm or individual) identified as such in the Purchase Order and their legally appointed representatives, to the extent such representation is approved by the Company.
 - 1.1.4 “Project” – In its totality, the complete scope of work and services to be performed and provided as defined by the Company over a specified period of time and cost.
 - 1.1.5 “Subconsultant” – Any business entity (firm or individual) regardless of tier, which the Consultant may retain during the term of the Purchase Order to provide services in support of the project. Consultant shall remain fully responsible for all such services provided by its Subconsultant(s) of any tier.

2.0 CONSULTANT’S RESPONSIBILITIES

- 2.1 Consultant shall, subject to the terms and conditions of the Purchase Order:
- 2.1.1 Furnish all necessary management, technical and other personnel necessary for the timely prosecution of the Project to the Company’s satisfaction.
 - 2.1.2 Appoint one or more individuals who shall be authorized to receive directions for and act on behalf of Consultant and with whom the Company may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon Consultant as to all matters pertaining to the Purchase Order and the performance of the parties hereunder.
 - 2.1.3 Provide the Company with all reports, analyses and/or other documents as directed by the Company at intervals and periods agreed upon in sufficient detail to allow the Company to evaluate the progress of the work or make assessments of any other element of the services being performed.
 - 2.1.4 Provide the Company with cost and budget data in a form acceptable to Company, including projections of Purchase Order cost, estimates applicable to proposed changes in the workscope, and other cost items associated with the work. Provide the Company with prompt notification of anticipated schedule or cost impacts on the Project.

3.0 PERSONNEL BACKGROUND CHECKS

- 3.1 Consultant shall comply with the Company’s background check requirements as defined in the Company’s policies and procedures as set forth in this Agreement and as may be amended from time to time.

00400

TERMS AND CONDITIONS

CONSULTING SERVICES

- 3.2 Consultant shall be wholly and solely responsible for all acts of its personnel while engaged in the Project. Any illegal acts, including but not limited to terrorism affecting the property and personnel of National Grid USA, by Consultant or Subconsultant shall be considered grounds for finding the Consultant in default and terminating the Purchase Order in accordance with Article 17, in addition to other rights or remedies available to National Grid USA under applicable law.

4.0 **INDEPENDENT CONTRACTOR**

- 4.1 Consultant shall be an independent contractor with respect to the Project to be performed hereunder. Neither Consultant nor its Subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of Company.

5.0 **COMPANY'S RESPONSIBILITIES**

- 5.1 Company will, at such times as may be necessary for the successful and expeditious completion of the Project, appoint an individual who will be authorized to act on behalf of Company with whom Consultant may consult at reasonable times. Changes in the Purchase Order scope or price shall be authorized only through the issuance of a Purchase Order Change per Section 14.0.

6.0 **PURCHASE ORDER PRICE**

- 6.1 Company shall provide and Consultant shall accept compensation for the work in accordance with the terms of the Purchase Order and any changes thereto per Section 14.0.
- 6.2 Any changes in the Purchase Order Price, either to adjust for changes in the estimated costs or for other cost elements applicable to the Project, shall be incorporated into the Purchase Order in accordance with Section 14.0. Company will not compensate the Consultant for amounts in excess of the Purchase Order Price.
- 6.3 Consultant shall be liable for and pay all taxes, contributions and penalties, including interest thereon, that are required or imposed by law in connection with the Project, including, but not limited to, federal, state or local sales, use, excise, consumer, employment (including, but not limited to, FICA, pension obligations and fees), unemployment compensation, worker's compensation, old age retirement benefits, life pensions, annuities and similar taxes or benefits, which may now or hereafter be imposed by law or collective bargaining agreements applicable to labor, services, goods or materials with respect to performance of the Project.
- 6.3.1 Consultant shall indemnify, defend and save harmless Company, its affiliates, officers, directors, employees, agents, successors and assigns, from and against any and all liability for taxes, contributions and penalties, including the interest thereon, resulting from the Purchase Order or the services performed thereunder.
- 6.3.2 If Consultant fails to pay said taxes, contributions and penalties, and interest thereon, Company shall have the right, but shall not be obligated, to pay the same. Consultant agrees to reimburse Company for all taxes, contributions and penalties, including interest thereon, assessed against Consultant and paid by Company upon demand or at the same time that final payment is due, at the Company's sole option, in accordance with the Purchase Order.

7.0 **INVOICES**

- 7.1 Consultant shall submit invoice(s) in accordance with the Purchase Order and as set forth in this Section 7.0. Invoice(s) shall include and be supported by documentation, explanation and any other information necessary to substantiate, to the Company's satisfaction, all amounts being invoiced.

- 7.2 Each invoice shall reference the Company's Purchase Order number.
- 7.3 For Professional Hourly Rate Purchase Orders, Consultant shall submit, on a monthly basis, its invoice applicable to reimbursable costs, in accordance with the Purchase Order, for services satisfactorily performed during the previous month. As applicable to the particular scope of work, each invoice shall, at a minimum, provide the following:
- 7.3.1 GENERAL
- Consultant's invoice number, date of invoice, period covered by the invoice, and period and cumulative cost summaries.
- 7.3.2 DIRECT LABOR
- The appropriate individual's name, payroll number, job classification and applicable rate being invoiced. Rates and job classification/titles shall be consistent with the rate schedule in the Purchase Order. The extension of all approved labor hours, by individual, times the hourly rate and the period total.
- 7.3.3 TRAVEL/BUSINESS EXPENSE
- All invoiced costs shall be reasonable, itemized and supported with copies of all vouchers, records of advances, charge receipts, airbills, rental receipts, and any other information required to validate the charges to Company's satisfaction. Travel charges should specifically note the time and reason for the travel/expense, as well as the individual incurring such expenses.
- 7.3.4 OTHER DIRECTS
- As provided for in the Purchase Order, reimbursable cost elements may include materials, subcontracts and other costs as may be allowed. These charges shall be supported by internal log sheets, approved vendor invoices and/or accounting summaries as required to verify all charges.
- 7.4 Fixed price agreements, or agreements on which fixed amounts of compensation are due based on milestone achievements or deliverables, shall be invoiced by the Consultant upon completion of such Services satisfactory to Company.
- 7.5 Company will pay the Consultant 2% ten (10) days / net thirty (30) days from receipt of an acceptable invoice. Unacceptable invoices may, at Company's option, be adjusted and paid as adjusted, or returned to the Consultant for correction and re-submittal.
- 7.6 Upon completion of the Consultant's Services to the Company's satisfaction pursuant to Section 12.0 "Schedule", Consultant shall submit its final invoice marked "Final Invoice" for all work performed. The final invoice, in addition to billing for any and all final period costs, shall summarize all previous invoices and payments made for the Project and indicate the total final Purchase Order amount. Company will pay Consultant for all final approved costs not in excess of the total Purchase Order Price.

8.0 **RESPONSIBILITY FOR PROFESSIONAL SERVICES**

- 8.1 The Consultant shall ensure that all services meet or exceed the level of quality specified in the Purchase Order or if not specified of the best quality appropriate for the intended purpose. As requested, the Consultant shall demonstrate to the Company that the work performed is in compliance with the requirements specified in the Purchase Order. The Consultant shall make records available

for the Company's verification of this compliance.

- 8.2 The Consultant shall use its best efforts and ensure that all services are performed with the highest degree of skill and care required by customarily accepted good and sound professional practices and procedures in the pertinent consulting services industry. The Consultant, in supplying such services under the Purchase Order, guarantees that the Project will be as required by the Purchase Order; will be accurate, correct and fit to serve its intended function as stated in the Purchase Order, or as may be reasonably implied. The Consultant further guarantees its performance of services will comply with applicable codes, standards and governmental regulations having jurisdiction over such Project.

In the event the Consultant fails to meet the foregoing requirements, the Consultant shall be liable to the Company to:

- 8.2.1 correctly re-perform, at its sole cost and expense, those services which failed to meet such degree of skill and care;
- 8.2.2 assume the cost of repairing, replacing or correcting defective or damaged equipment, materials or structures purchased or built in reliance upon designs, plans, drawings or specifications which fail to meet such degree of skill and care or perform its/their intended function.

9.0 **AUDIT AND MAINTENANCE OF RECORDS**

- 9.1 Company has the right at any time and at Company's expense to audit the Consultant's books and records at the locations where such books and records are maintained insofar as they pertain to charges invoiced to Company, as a basis for any claim, or any other costs pertinent to Services provided under the Purchase Order. Such audits may be performed by Company's employees or by professional auditing firms or both. Audits of charges invoiced may include, but shall not be limited to, verification of hours and the position job titles and pay levels of Consultant's employee charges, subcontractor and materials invoices and evidence of business expenses reimbursed. Any discrepancy which Company alleges to exist will be brought to Consultant's attention in order to enable Consultant to investigate the facts. If the parties agree that a discrepancy exists, an adjustment will be made on the next applicable invoice issued, or if no further invoice is likely, Consultant will issue a refund to Company within thirty (30) days thereafter.

10.0 **INDEMNIFICATION**

- 10.1 To the fullest extent allowed by law, the Consultant shall indemnify, defend, and save harmless the Company, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), from any loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, as they exist on the effective date of the Purchase Order or arise at any time thereafter, (including but not limited to fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between Consultant and an Indemnified Party or between an Indemnified Party and any third party or otherwise) arising out of any damage or injury to property of Company, Consultant and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with the Purchase Order, or the Project performed thereunder (including any services as defined in Section 8.0, above), or any equipment, property or facilities used by the Consultant, its agents, employees, Subcontractors, and suppliers. The Company shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company.
- 10.2 Consultant shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by Company to Consultant of the service of a

summons, complaint, petition or other service of process against Company alleging damage, injury, liability, or expenses attributed in any way to the Purchase Order, the Project, or the acts, fault, negligence, equipment, facilities, personnel, or property of the Consultant, its agents, employees, subcontractors or suppliers. Consultant shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Consultant understands and agrees it is responsible for any and all costs and expenses incurred by Company to enforce this indemnification provision. The obligations set forth herein shall survive completion of the Project and termination of the Purchase Order for any reason.

11.0 INSURANCE

11.1 The Consultant shall maintain in force, from commencement through final acceptance of the Project **or longer where specified below**, insurance policies **intended to be primary, issued by an insurance company with a Best's rating of B+ or better**.

11.2 If any of the services are subcontracted, the Consultant shall require each Subcontractor to carry the same coverages **as required herein**.

11.3 The Consultant shall provide Certificates of Insurance, which are in compliance with the Purchase Order requirements.

11.4 Such certificates, and any renewals or extensions thereof, shall provide that at least thirty (30) days prior written notice shall be given to Company in the event of any cancellation or diminution of coverage and shall outline the amount of deductibles or self-insured retentions which shall be for the account of Consultant. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by Company.

11.5 Unless otherwise specified in the Purchase Order, minimum insurance requirements are as follows:

11.5.1 Workers' Compensation and Employer's Liability insurance coverage shall be provided in accordance with the Workers' Compensation laws of the states wherein operations under the Purchase Order are to be carried on. Minimum limit for Employer's Liability coverage is \$500,000 each accident. Wherever the exposure is present, coverage under the U.S. Longshoremen's and Harbor Workers' Compensation Act or Jones Act shall be required;

11.5.2 Commercial General Liability, covering all operations to be performed under this Purchase Order, with minimum limits of:

Bodily Injury
and
Property Damage combined single limit \$1,000,000 per occurrence

This policy shall include Contractual Liability and shall include National Grid USA and its subsidiaries as an additional insured for all coverages therein.

11.5.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with the Services provided under this Purchase Order with minimum limits of:

Bodily Injury
and
Property Damage combined single limit \$1,000,000

11.5.4 Watercraft Liability, if the work requires the use of watercraft, with limits of not less than the limits of liability required for Commercial General Liability.

- 11.5.5 Aircraft Liability, if the Consultant requires the use of aircraft, with limits of not less than \$10,000,000.
- 11.5.6 Consultant shall provide Professional Liability coverage with a limit of liability of the greater of \$500,000 or the value of the Purchase Order.
- 11.5.7 Other insurance as required and as mutually agreed upon by the Company and Consultant.
- 11.5.8 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by National Grid USA, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section.
- 11.5.9 Consultant shall waive all rights of recovery against National Grid USA and its subsidiaries for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Consultant.
- 11.6 Reservation of Rights – If any policy should be canceled before Final Payment by Company to the Consultant and the Consultant fails immediately to procure other insurance as specified, Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Consultant under this Purchase Order.
- 11.7 “National Grid USA companies” shall be named as additional insured on the Commercial General Liability and Automobile Liability policies and the Consultant shall waive all rights of recovery against them for any loss or damage covered by said policy.
- 11.8 Consultant shall furnish Company with copies of any incident report(s), including those sent to Consultant’s insurance carrier(s), covering incidents or accidents occurring in connection with or as a result of the performance of the Project performed under the Purchase Order.
- 11.9 Consultant represents that it has full policy limits available and shall notify Company in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.
- 11.10 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant’s responsibility for payment of damages resulting from its services under the Purchase Order, or limiting, diminishing, or waiving Consultant’s obligation to indemnify, defend and save harmless Company in accordance with the Purchase Order.
- 12.0 **SCHEDULE**
 - 12.1 Consultant shall commence Project at the time stated in the Purchase Order and shall prosecute the Project continuously and with due diligence so that Project will be completed by the date specified in the Purchase Order.
 - 12.2 When consultant deems it has completed the Project, it shall so notify Company in writing. Within a reasonable time thereafter, Company shall advise Consultant in writing of any deficiencies for which Consultant is responsible under the Purchase Order. Consultant shall correct such deficiencies to the Company’s satisfaction within a reasonable time, as determined by the Company, after such notification.
- 13.0 **FORCE MAJEURE**
 - 13.1 Any delay of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by the Company or its affiliates' employees, court injunction or order, federal and/or state law or regulation,

or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the party affected, 2) such events were unforeseeable by the affected party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) said affected party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected party to the other; and 5) the party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of said notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays, such extension shall be the sole remedy and compensation for each force majeure event. Notwithstanding the foregoing, the Company shall have the right to terminate the Purchase Order under Section 17.0.

14.0 PURCHASE ORDER CHANGES

- 14.1 No additions to, deletions from, or alterations in the Project and no amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Purchase Order shall be effective unless authorized in a writing executed by both Parties. The Purchase Order shall not be changed, altered, modified or discharged orally.
- 14.2 The Company shall have the right to initiate Purchase Order changes at any time until final completion per Section 12.0.
- 14.3 The Consultant may request changes to the Purchase Order. All such requests shall be in writing and directed to the attention of the Company. Upon receipt thereof, the Company shall review each such request for Project schedule and cost impact. The Company shall have the right to approve with modification(s), or disapprove the request. Requests made by the Consultant may be approved only if substantiated to the Company's satisfaction.
- 14.4 If approved, the Company shall prepare and issue to the Consultant a written change order which will specify the manner in which the Purchase Order has been modified. Any work which is initiated or completed without this written authorization shall be at the Consultant's sole risk, cost and expense.
- 14.5 If the value of the Contract is increased or decreased as a result of any changes, the written authorization of the Company will specify the amount to be added or deducted which will be based upon original Purchase Order pricing requirements or an amount agreed to by Company and Consultant.

15.0 RIGHTS, CLAIMS AND DISPUTES

- 15.1 Any claim which Consultant may have against Company arising out of the Purchase Order shall be presented in writing to Company not later than fifteen (15) days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant fact and data (including the applicable Purchase Order provision) which support the claim. Consultant shall furnish any additional information which Company may require to enable it to evaluate and decide the claim.
- 15.2 FAILURE TO SUBMIT ANY CLAIM IN THE SAID 15-DAY PERIOD SHALL CONSTITUTE A WAIVER ON THE CONSULTANT'S PART FOR ENTITLEMENT TO EITHER ADDITIONAL REIMBURSEMENT OR AN EXTENSION OF TIME.
- 15.3 Any dispute between Company and the Consultant with respect to the Purchase Order or the Services to be provided thereunder, or both, which cannot be resolved in the normal course by the respective representatives of the parties, shall be referred to the responsible officers of Company and Consultant for resolution. Notwithstanding the existence of a dispute or dissatisfaction with the manner in which it was resolved or the lack of any such resolution, the Company shall be obligated to maintain payments not in dispute to the Consultant and the Consultant shall be obligated to proceed with its

performance of the Purchase Order (including any such disputed work), unless otherwise directed by the Company.

16.0 WAIVER AND ELECTION OF REMEDIES

- 16.1 Waiver by the Company or the Consultant of any term, condition or provision of the Purchase Order shall not be considered a waiver of that term, condition or provision in the future. The failure of either party to enforce any of the terms, conditions or provisions of the Purchase Order or to require compliance with any of its terms, conditions or provisions at any time during the pendency of the Purchase Order, shall in no way affect the validity of the Purchase Order, or any part thereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any term, condition or provision of the Purchase Order.
- 16.2 No waiver, consent or modification of any of the provisions of the Purchase Order shall be binding unless in writing and signed by the Company and the Contractor.
- 16.3 Company's rights and remedies hereunder shall be cumulative and not exclusive of each other and may be pursued separately or concurrently as Company determines.

17.0 TERMINATION

The Company may, in its sole discretion, terminate, in whole or in part, the Purchase Order or the Consultant's performance of Project thereunder, or both, at any time in accordance with the provisions set forth herein. The Company may exercise its right of partial termination hereunder any number of times.

17.1 FOR DEFAULT/FORFEITURE

- 17.1.1 If the Project to be done shall be abandoned by the Consultant, or if the Consultant assigns or subcontracts all or any part of the Purchase Order without Company's previously obtained written consent, or if the Consultant loses control of the Project from any cause, except for force majeure events per Section 13.0, or if the Consultant refuses or neglects to provide sufficient and properly skilled or other labor, or fails in any respect to prosecute the work with diligence, or if the Consultant is violating any of the conditions or covenants of the Purchase Order, or it is not executing the Project in good faith, or is not executing or performing the work on schedule, or should Consultant become insolvent, the Company may, by written notice to the Consultant, terminate, in whole or in part, the Purchase Order or the Consultant's performance of Project hereunder, or both. Such termination will be effective upon the date set forth in the written notice and, upon receipt of said notice, the Consultant immediately shall turn over and deliver to the Company all technical data and other information and material relating to the terminated Project which are within the Consultant's possession or control. The Consultant understands and agrees that, in the event the Consultant fails or refuses to comply with the turnover and delivery obligations set forth herein, the Consultant shall not be entitled to any amounts due and owing as of the date of termination for services previously rendered under the Purchase Order until such turnover has been fully complied with, as determined solely by the Company.
- 17.1.2 Upon termination for default, the Company may take over the terminated work and prosecute the same to completion. In such event, the Consultant and its insurers shall be liable to the Company for all direct transitional administrative costs and expenses incurred by the Company to engage another consultant and for all costs to complete the said terminated Project.

- 17.1.3 The Consultant's compensation in the event of termination for default shall be limited to the amounts for services rendered up to the date of termination. No amount shall be paid or payable by the Company for the Consultant's termination costs, including but not limited to demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.

17.2 FOR CONVENIENCE

- 17.2.1 The Company may, at any time for any reason, by written notice to the Consultant, terminate, in whole or in part, the Purchase Order or Consultant's performance hereunder, or both. Such termination shall be effective upon the date set forth in the written notice and, upon receipt of said notice, the Consultant immediately shall turn over and deliver to the Company, all technical data and other information and materials related to the terminated Project which are within the Consultant's possession or control. The Consultant understands and agrees that, in the event it fails or refuses to comply with the turnover and delivery obligations set forth herein, the Consultant shall not be entitled to any amounts due and owing as of the date of termination for services previously rendered under the Purchase Order as well as any amounts otherwise payable hereunder for termination costs until such turnover has been fully complied with by the Consultant.
- 17.2.2 Upon termination hereunder, the Company shall pay 1) all amounts due and owing up to the effective date of termination, and 2) a reasonable amount, mutually agreed upon between the Company and the Consultant, representing the Consultant's costs and expenses incurred as a result of the termination. Such amounts shall in no event include an item or claim for loss of anticipated profit. Further, in no event shall the aggregate payments to Consultant exceed the Purchase Order Price.

18.0 **TITLE TO PLANS AND SPECIFICATIONS**

- 18.1 Any information, analyses, conclusions, reports, drawings, and specifications prepared by Consultant pursuant to the Purchase Order shall be the sole property of Company, and Company may use information contained therein for any purpose whatsoever, including construction, maintenance, operation, modification, replacement, and repair. Consultant may retain a copy of such documents for its internal use only, but may not release any information contained therein without prior written consent of the Company.

19.0 **PATENT INFRINGEMENT AND INDEMNIFICATION**

- 19.1 **All royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Project shall be included in the Purchase Order Price. Consultant shall satisfy all demands that may be made at any time for such royalties or fees.**
- 19.2 **The Consultant guarantees that all work provided by the Consultant under the Purchase Order shall be free from claims of patent, copyright, and/or trademark infringement.**
- 19.3 The Consultant shall indemnify, hold harmless, and, at the Company's option, defend the Company and its affiliates and their officers, directors, employees, agents, servants, and assigns from and against all claims, losses, costs, damages, suits, actions, and proceedings for actual or alleged infringement of any patent, copyright, or trademark resulting from any sale, use, or manufacture of any item delivered hereunder, and pay and discharge all judgments, decrees, and awards rendered therein and bear all expenses and legal fees associated therewith.
- 19.4 In the event of any adjudication that the Purchase Order, or any part thereof, infringes any patent, copyright, or trademark or in the event that the use of any part of the Project is enjoined as a result of any claim that the Project infringes any patent, copyright, or trademark the Consultant shall, at its sole

expense, either: a) procure for the Company the right to continued use, or b) without impairing performance capability, replace the infringed work with substantially equivalent noninfringing work, or modify such work so it can become noninfringing.

- 19.5 The Consultant shall obtain from its Subcontractors, for the Company's benefit, agreements similar to those contained in this Section 19.0.
- 19.6 Notwithstanding any other provision of the Purchase Order, this Section 19.0 shall survive the termination or expiration of the Purchase Order.

20.0 INVENTIONS, PATENTS AND COPYRIGHTS

- 20.1 Any and all works, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents or trademarks thereof, that may be conceived or made by the Consultant or Consultant's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by Consultant, or subcontractor to Consultant of any tier, to satisfy its obligation under the Purchase Order shall be work made for hire and shall be deemed the property of Company. All such works, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of works contained in 17 U.S.C. Section 101 *et seq.*, and any subsequent revisions thereof. The Consultant and/or Consultant's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s), or any other party employed by Consultant, or subcontractor to Consultant of any tier, to satisfy its obligation under the Purchase Order shall promptly furnish Company with complete information, including, without limitation, a written description thereof giving the date of the work, invention or expression and naming the inventors or authors and others involved in the development or writing of the work, invention or expression. Company shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any works, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental works, descriptions, diagrams and other data generated in performance of the Work pertaining to any and all works, expressions, inventions, ideas, discoveries, improvements and developments covered by the Purchase Order shall be available at reasonable times to Company.
- 20.2 Consultant shall assist Company in the implementation of this Section 20.0 by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyrightability of each disclosure, by assisting Company in the prosecution of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with Company. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between the Company and Consultant.
- 20.3 In order to further effectuate the provisions of this Section 20.0, Consultant agrees to deliver to Company either 1) agreements in the form of Appendix "A" hereto, "Non-Disclosure Agreement", executed by Consultant and each partner, agent, employee, vendor, contractor, subcontractor and any other party employed by Consultant to satisfy its obligations under the Purchase Order, and any employee of any of the foregoing parties, or 2) a written statement from Consultant representing and warranting that it has in place written, binding agreements in the form of Appendix "A" for any and all entities and persons it will utilize to satisfy its obligations under the Purchase Order.

21.0 NON-DISCLOSURE

- 21.1 Consultant agrees that it will not divulge to third parties, without the prior written consent of Company, any information obtained from or through Company in connection with the performance of the Purchase Order unless 1) the information was independently known to Consultant prior to obtaining same from Company, 2) the information is, at the time of disclosure by Consultant, then in the public domain, or 3) the information is obtained by Consultant from a third party who did not receive same, directly or indirectly, from Company. The Consultant further agrees that it will not, without the prior written consent of Company, disclose to any third party any information developed or obtained by Consultant in the performance of the Purchase Order, except to the extent that such information developed or obtained by Consultant in the performance of the Purchase Order falls within one of the categories described in 1), 2), or 3) above.
- 21.2 The Consultant may disclose proprietary information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), subcontractor(s), or any other party employed by Consultant if and only if 1) such disclosure is necessary in order to perform the Work; and 2) the party to whom proprietary information will be disclosed has executed and delivered to Company a Non-Disclosure Purchase Order in the form of Appendix "A" hereto or Consultant has provided a written binding representation and warranty as stated in Section 20.3 above. If Consultant has any question about whether information is proprietary, it shall contact Company prior to disclosing such information for a determination as to its proprietary status.
- 21.3 The obligations of Consultant with respect to Sections 20.0 and 21.0 shall survive the completion or termination of the Purchase Order.

22.0 EQUAL EMPLOYMENT OPPORTUNITY

- 22.1 Consultant shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto, including Executive Order 11141 relating to age discrimination, Executive Order 11246 relating to equal employment opportunity, Executive Order 11625 relating to minority business enterprise, Executive Order 11701 relating to employment of veterans and Executive Order 11758 relating to handicapped employment. The aforementioned are incorporated herein as if set forth herein verbatim. The Human Rights Law of the State of New York (Article 15 of the Executive law), if applicable.
- 22.2 The Consultant agrees to fully comply with such provisions, and any amendments thereof. In addition, all subcontracts and agreements that the Consultant enters into to accomplish the Project under the terms of the Purchase Order shall obligate such subcontractors to comply with such provisions.

23.0 UTILIZATION OF SMALL BUSINESS CONCERNS

- 23.1 It is the policy of the United States that small business concerns, veteran-owned small business concerns, service disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

23.2 The Consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Consultant further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Consultant's compliance with this clause.

23.3 *Definitions.* As used in this contract—
“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

23.4 Consultants acting in good faith may rely on written representations by their subconsultants regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

24.0 ASSIGNMENT

- 24.1 Consultant shall not assign the Purchase Order, nor subcontract any portion of the Project, nor assign any moneys payable under the Purchase Order, without first obtaining the written consent of the Company. Any assignment or subcontracting by Consultant or its Subcontractors without written consent of Company shall be considered null and void from inception. Any Company authorized assignments or subcontracting shall not relieve Consultant of the responsibility for full compliance with the requirements of the Purchase Order.

25.0 ALCOHOL AND DRUG ABUSE POLICY FOR CONSULTANTS

- 25.1 Consultant's employees and employees working under Consultant's direction or Subcontractors of any tier shall not bring, use, distribute, sell or possess illegal drugs or alcoholic beverages at Company's facilities.
- 25.2 Consultant's employees shall be fit for duty at all times during their assignment and shall not be under the influence of alcohol or other drugs. Additionally, Consultant shall not assign any individual in violation of this policy to work assignments for the Company and if Consultant discovers any of its employees are in violation of these requirements, it shall remove any such employee immediately.
- 25.3 Violation of these requirements by Consultant's employees shall result in denial of access to Company's facilities and equipment; and in the case of possession, use or sale of illegal drugs, shall be reported to the Company's Security Department immediately.

26.0 REGULATORY REQUIREMENTS

- 26.1 The Purchase Order will provide any instructions pursuant to any regulatory requirements incumbent on the Consultant during the course of the Project.

27.0 THIRD PARTY ITEMS

- 27.1 In the event that Consultant employs Subcontractor(s) (with Company's prior written approval) for any services associated with the Purchase Order or directly purchases equipment or materials to be used in the Project, the consultant shall: 1) ensure that the appropriate provisions of the Purchase Order are applied in such subcontract(s) in the best interests and protection of Company and, 2) ensure that the Company, via Consultant's billings, receives full benefit of commercial discounts, favorable rates and all guarantees made available by its vendors and/or Subcontractors of any tier.
- 27.2 It is understood that the Company shall have full rights of ownership of all equipment and materials purchased by the Consultant for the prosecution of the Project. At the request of the Company, Consultant shall provide, or cause to be provided, appropriate bills of sale, assignments or other documents to ensure the vesting of rights of title and ownership in the Company.
- 27.3 Following completion of Project under the Purchase Order, the Company may direct the Consultant to deliver all equipment, appliances and materials not previously incorporated in the Project or otherwise disposed of (with Company's approval) to the Company's facility.

28.0 COMPLIANCE WITH LAWS

- 28.1 Consultant shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, or requirements thereunder in connection with the performance of the Project.

- 28.2 In connection with any performance under or in connection with the Purchase Order, Consultant, its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with Company's safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, National Grid USA's Contractor Safety Requirements and Contractor Environmental Requirements, (if incorporated as Purchase Order Documents by the Company) and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Purchase Order and as in the future passed, enacted, directed, or amended), collectively, "Standards", and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, Consultant shall comply with the most stringent applicable Standard. Consultant acknowledges receipt of the Requirements.

In the event of any emergency endangering life, health, property, or the environment, Consultant shall take such prompt action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including Consultant's response thereto, to Company. In the event that Consultant becomes aware of any non-compliance with such Standards, Consultant shall, in each case, immediately notify Company and shall take prompt corrective action; provided, however, that such notice and action shall in no event relieve Consultant of any liability for, or in connection with, such non-compliance.

Consultant shall continually inspect all Project sites, facilities, materials, and equipment to discover and determine any conditions that might involve safety or environmental risks, shall continuously inspect all work and supervise its personnel to determine and enforce compliance with all Standards, and shall be solely responsible for discovery, determination, and correction of any non-compliance. Consultant shall be solely responsible and assume all liability for the safety and supervision of its personnel engaged in any performance in connection with the Purchase Order. Consultant shall designate a representative to insure compliance with all Standards and direct its personnel to take all precautions necessary to protect against and prevent injury or damage to persons, property, and/or the environment. Consultant shall instruct all such personnel on safety and environmental practices and the requirements of the Standards and shall inform such personnel of all modifications or additions thereto. Consultant shall furnish all appropriate safety equipment and enforce the use of such equipment.

In addition to any other warranties contained in the Purchase Order, Consultant warrants that its performance in connection with the Purchase Order shall comply with all applicable Standards.

- 28.3 Consultant shall save Company harmless from and against all liability resulting from violations by Consultant of said laws, ordinances, rules regulations, permits and licenses. Any and all costs related to Company's enforcement of this hold-harmless provision shall be borne by Consultant.
- 28.4 If Consultant observes that any requirement specified in the Contract is at variance with any governing laws, ordinances, rules, regulations, permits and licenses, Consultant shall promptly notify Company in writing before incurring any further liability, expense, or obligation for Consultant or Company.

29.0 JURISDICTION AND GOVERNING LAWS

- 29.1 Unless other governing laws and/or other jurisdictions are specifically established in the Purchase Order, the Purchase Order shall be deemed to be executed in the Commonwealth of Massachusetts and the Purchase Order shall be interpreted and enforced according to the Laws of the Commonwealth of Massachusetts; provided, however, that in the event that the Project is to be performed solely in the State of New York then this Purchase Order shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the Laws of the State of New York.

00400

TERMS AND CONDITIONS

CONSULTING SERVICES

- 29.2 Only the courts in the State as determined in Section 29.1 shall have jurisdiction over the Purchase Order and any controversies arising out of the Purchase Order. Any controversies arising out of the Purchase Order shall be submitted only to the courts of such State.
- 29.3 Consultant hereby submits to the jurisdiction of the courts in the State as determined in Section 29.1 for the purposes of interpretation and enforcement of the Purchase Order. Consultant hereby waives personal service by manual delivery and agrees that service of process on Consultant in any action arising out of the Purchase Order may be made by registered or certified mail, return receipt requested, directed to Consultant at its address set forth on the Purchase Order.

30.0 **SEVERABILITY**

- 30.1 In the event any portion or part of the Purchase Order is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Purchase Order; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable.

APPENDIX A
NON-DISCLOSURE AND ASSIGNMENT AGREEMENT

The undersigned, _____, as a(n) _____ of _____
will be performing work under a Contract, Purchase Order Number _____ dated _____, 200
____, between National Grid USA ("Company") _____ ("Consultant") and as a condition of said
Purchase Order, agree as follows:

- 1 The undersigned shall not, at any time during the work of the Purchase Order or for ten years after completion thereof, in any form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation any information concerning any matters affecting or relating to the activities of Company, including, without limiting the generality of the foregoing, any research and development, inventions, products, product specifications, processes, procedures, machinery, apparatus, prices, discounts, manufacturing costs, business affairs, future plans, technical data, or other information which is of a secret or confidential nature, which is first received in the course on the work being performed under the Purchase Order ("proprietary information"), except as permitted in Paragraph 2.
- 2 The undersigned may disclose proprietary information to his/her employee, partner, or agent if and only if:
 - a such disclosure is necessary in order for the undersigned to perform his/her duties under the Purchase Order; and
 - b the party to whom proprietary information will be disclosed has executed and delivered to Company an agreement in the form of this document; and
 - c the undersigned has received written permission from Company to make such disclosure;
- 3 The undersigned hereby assigns to Company all right, title, and interest in and to (including the sole right to obtain patents or copyrights on) any work, expression, invention, idea, discovery, improvement, or development, whether or not patentable, which may be conceived or made by the undersigned during the course of its work under the Purchase Order. In addition, the undersigned shall execute all documents and, at the request and expense of Company, do all things necessary and proper in order to apply for or obtain patent(s) in the name of Company covering such work, expression, invention, idea, discovery, improvement, or development or in order to vest title thereto in Company;
- 4 All records pertaining to the proprietary information, whether developed by the undersigned or others, are and shall remain the property of Company;
- 5 In the event that the undersigned fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Company shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.
- 6 All terms and provisions in this document shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any terms or provision of this document or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

Company: _____
Name: _____
Signature: _____
Title: _____
Address: _____

Date: _____

EXECUTION STRATEGY STATEMENT

Bidders are required to append hereto a detailed execution strategy statement that demonstrates how they would manage and administer a number of projects simultaneously, both large and small, we ask that you indicate how many projects your firm can undertake at once, necessary "ramp-up" time for additional work, forecast of availability of engineering hours. The statement should further demonstrate the Consultant's ability to provide qualified personnel for all of the area of service and whether any restrictions, constraints, and/or geographical limitations apply. Bidders should provide how they will interface with the Owner, clearly convey how they would execute any resulting orders, achieve the deliverables defined by the Owner, monitor progress and performance against the defined KPIs and how that information will be communicated to the Owner. The statement should provide project manager information, process flow, QA/QC, record retentions, Consultants' ability to address and identify technical issues...etc.

(Note: Any supporting documents can be provided as a separate document)

Bidder:



..

Dear Sir or Madam,

National Grid has revised its background check requirements for vendor employees who perform services for us. The changes are in response to revised federal regulatory requirements and audit findings of our current program. National Grid Procurement has begun incorporating the revised requirements in new purchase orders and agreements and is issuing amendments to existing contracts. You have been sent this letter and the attached amendment because you have a contract in place with us for services where background checks are required. It is mandatory that all vendors be in compliance with these revised requirements. You will receive a separate correspondence for each such contract that you may have with National Grid.

Please complete, sign, and return the Amendment and Compliance Statement form ASAP to your National Grid procurement agent, Leonard J. Durant, National Grid, 40 Sylvan Road, Waltham, MA 02451-1120, Leonard.Durant@us.ngrid.com, 781-907-1758.

Best regards,

National Grid Procurement

Amendment

Date: .

Purchase Order # 00000

Vendor: .

Changes: National Grid has modified its requirements for personnel background checks and is hereby amending purchase order number 00000_____ (the "Purchase Order") and any associated agreements, between your contracting entity identified in the Purchase Order as "Contractor," "Consultant," or "Service Firm" ("Your Entity"), and the National Grid affiliate(s) identified in the Purchase Order as "Owner" or "Company" (the "National Grid Entity"), as follows:

1. Any contract articles, terms, or conditions referencing background checks or defining background check requirements are hereby nullified.
2. Incorporate "National Grid Requirements for Contractor Employee Background Checks & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only)" dated 10/31/2007.
3. Incorporate the following provision, *mutatis mutandis*:
"Your Entity [i.e., "Contractor," "Consultant," or "Service Company"] shall, and shall require its Subcontractors to comply with National Grid's background check requirements as defined in National Grid's policies and procedures as set forth in this Purchase Order or Agreement and as may be amended from time to time. In the event of non-compliance on the part of Your Entity with any or all of these requirements, the National Grid Entity may cancel its Purchase Order or Agreement for its convenience pursuant to the termination provisions contained herein except that in no event shall the National Grid Entity or any of its affiliates be liable for any termination cost/charges to Your Entity beyond compensation for goods or services provided up to the date of such cancellation."

The document described in item 2 is attached hereto and incorporated into purchase order # 00000_____

APPROVED:

The National Grid Entity

Your Entity

Signed

Signed

Leonard J. Durant

Name

Name

Senior Buyer

Title

Title

Date

Date

National Grid Requirements for Contractor Employee Background Checks & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only)

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to in this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work or the Contractor. The Contractor must comply with any such additional requirements as are known or should reasonably be known by it. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background qualifications or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall make all records and correspondence available to National Grid or its agent upon reasonable notice. National Grid or its agent may perform audits of Contractor’s background check records, background check program, and all supporting documents concerning the background of any Contractor Employee performing work for National Grid. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing.

Contractor Certifies by signing below that it understands National Grid’s requirements for Contractor Employee background checks as defined above for this contract and that it is in full compliance with them.

Company Name

Company Address

Officer/Principal Name

Signature

Date

PO #: 00000
(to be inserted by National Grid)

National Grid Requirements for Contractor Employee Background Checks & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only)

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to in this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work or the Contractor. The Contractor must comply with any such additional requirements as are known or should reasonably be known by it. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background qualifications or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall make all records and correspondence available to National Grid or its agent upon reasonable notice. National Grid or its agent may perform audits of Contractor’s background check records, background check program, and all supporting documents concerning the background of any Contractor Employee performing work for National Grid. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing.

Contractor Certifies by signing below that it understands National Grid’s requirements for Contractor Employee background checks as defined above for this contract and that it is in full compliance with them.

Company Name

Company Address

Officer/Principal Name

Signature

Date

PO #:
(to be inserted by National Grid)

Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (for National Grid Level 2 Baseline and Supplemental Requirements)

1. Contractor Name: _____ PO #: _____
2. Address: _____

(to be inserted by National Grid)

3. Who would you like National Grid to contact regarding questions on the information provided below?

Name: _____ Telephone #: _____
Fax #: _____ E-Mail: _____

4. Does Contractor perform employee checks internally, or are they performed by outside firms or agencies?

☐ - Internal ☐ - External

5. List the names and contact information of any agencies or firms engaged by Contractor to perform employee background checks.

Company Name/Contact	Address	Phone

6. Contractor certifies by signing and initialing below that it understands National Grid's requirements for Contractor Employee background checks as defined in "National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements)", and that it is in full compliance with all applicable requirements.

Background Checks	Initial
a. Identification Verification and Eligibility to Work in the Country	
b. Seven-year Criminal History Background Checks	
c. Five-year Residential Address Verification (new hires)	
d. Three-year Employment History Verification (new hires)	
e. Motor Vehicle Operation	
f. Previously Terminated or Removed Workers	
g. Supplemental Requirements as checked	
h. Sub-Contractor Requirements	

7. Officer/Principal Name _____ Signature _____ Date _____

Instructions for completing Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements

- Box 1 Name of Company holding contract with National Grid
- Box 2 Complete Mailing Address of Contractor including zip code
- Box 3 Name of your company representative and requested contact information that National Grid will contact to resolve any questions or issues relating to information provided on this submission
- Box 4 Check the appropriate box indicating whether your background checks are, or will be, completed internally or externally by an outside firm or agency
- Box 5 List the appropriate company names and contact information of any agency or firms your company has engaged to perform your employee background checks
- Box 6a. This is a baseline level check that must be completed on all current and new employees that are assigned to work on the contract you hold with National Grid. Your initials in this box represent that this background check has been completed pursuant to the requirements contained in Attachment A section 5.
- Box 6b This is a baseline level check that must be completed on all current and new employees that are assigned to work on the contract you hold with National Grid. Your initials in this box represent that this background check has been completed pursuant to the requirements contained in Attachment A section 6.
- Box 6cd This is a baseline level check that must be completed on any new employees that your company hires to support the NG contract. It is not required to be completed on your employees that were in place when your company entered into the contract. Your initials in this section represent that this background check has been completed on any new employees that were hired to support the contract and your understanding that any new hires in the future will be required to have this check completed. Reference Attachment A Section 7 & 8.
- Box 6e This check is required for any contractor employee who will be assigned to operate a motor vehicle in conjunction with the work required in the contract you hold with NG. It does not apply to those driving personally owned vehicles as a means of personal transportation to and from the work location. Your initials in this section represent that this background check has been completed pursuant to the requirements contained in Attachment A Section 9. Enter N/A if it does not apply to any of your contractor employees.
- Box 6f Your initials are required in this box and represent that you understand NG requirements contained in attachment A Section 10.
- Box 6g Your initials in this box represent that you have reviewed Attachment A Section 11 and have completed any supplemental background checks required under this section. Any checks required will be indicated by a check mark in the appropriate box in this section. Enter N/A if no supplemental checks are required.
- Box 6h Your initials are required in this box and represent that you understand NG requirements concerning subcontractors contained in Attachment A Section 12. Enter N/A if you do not use subcontractors.
- Box 7 Must be completed, signed and dated by an appropriate contractor representative.

National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements)

1. Definition of “Contractor” and “Contractor Employees”

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to throughout this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, or contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

2. Minimum Requirements

National Grid’s requirements for Contractor Employee background checks as defined below represent minimum requirements. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work or the Contractor. The Contractor must comply with any such additional requirements as are known or should reasonably be known by it.

To the extent the Contractor finds that the background check requirements are in conflict with State or Federal statutes, collective bargaining agreements, or other issues that would prohibit compliance, the Contractor should notify their Procurement Department representative for guidance and resolution.

3. Contractor Submittals

Contractor must complete and submit the attached “Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements” to National Grid.

4. Requirements for Background Checks to be Completed Prior to Performing Work

Background checks as defined below must be completed before any Contractor Employee begins work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. Only with the written approval of a National Grid Manager may a Contractor Employee begin work in advance of background checks being completed, and any such allowance shall not extend beyond 14 calendar days.

5. Identification Verification/Eligibility to Work in the Country:

Contractors performing services for National Grid must be able to evidence to National Grid or its agent that they have verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Social Security trace on their Contractor Employees and match results of this check with other identification documents provided by their employees. This search reveals all names and addresses historically associated with the Contractor Employees’ provided number, along with the date and state of issue, and verifies if the number is currently valid and logical. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation. Adverse action should not be taken based solely on this information. The applicant's

social security number can be verified through the Social Security Administration at 1-800-772-1213 after the applicant has been hired. Please note, you will be required to provide your company's Federal Tax Identification Number to access this information.

6. Criminal History Background Checks

Contractors shall ensure that all of their employees performing work or providing services to National Grid are subjected to a criminal history background check. Such checks shall be conducted on all names, including alias names that are provided or developed, and include County, State, and Federal checks based on jurisdictions of work and residence for the past 7 years, as well as international jurisdictions, if available. All checks must include both misdemeanors and felonies. Checks must be performed on all new Contractor Employees hired to support the National Grid contract. If the Contractor has had a pre-employment criminal history check process in place and can provide documented evidence that employees assigned to the National Grid contract have been subjected to the criminal history check, then additional checks are not necessary. Contractor Employees who work in certain sensitive areas that fall under regulatory requirements, i.e., NERC, are subject to additional criminal history checks. If required, this information will be contained in the supplemental background check information contained in Section 9 of this document.

If the results of criminal history background checks or any other source of information in the Contractor's possession reveal a Contractor Employee to have a misdemeanor conviction within the previous five years or a felony conviction, and the Contractor desires to have the employee perform work for National Grid, the Contractor must submit this information in writing to National Grid's Security Department. National Grid's Security Department, in collaboration with the User Department, Legal and Human Resources, will determine if the Contractor Employee will be allowed to perform work for National Grid and will notify the Contractor in writing of its determination.

The following criteria will be considered and used as guidance during the evaluation process:

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense
- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to National Grid property or to the safety of employees, other Contractors, and/or customers

During the term of the contract if the Contractor becomes aware of information concerning a criminal conviction of a Contractor Employee that would fit the above criteria for reporting to National Grid, this information shall be forwarded to National Grid's Security Department for determination whether the Contractor Employee should be allowed to continue working or providing services for National Grid.

7. Drug Screening

Contractor must be able to evidence that all new Contractor Employees hired to support this contract have been subjected to five-panel drug screening for the drugs listed below. Any Contractor Employee with positive indication for the presence of any of these drugs that cannot be substantiated to be related to prescribed medical treatment shall not be allowed to perform work for National Grid.

- 1) Amphetamines
- 2) Cocaine Metabolites
- 3) Marijuana Metabolites (THC)
- 4) Opiates / Metabolites
- 5) Phencyclidine (PCP)

With regard to Contract Employees in place prior to this contract, pre-employment drug screen checks will suffice for compliance with this drug screening requirement, as long as Contractor can provide documented evidence upon request that all employees assigned to the National Grid contract were subjected to this drug screening. In the event pre-employment drug screening was not in place at the time the employee was hired, and cannot now be legally imposed due to state statutes, union contracts, etc., National Grid may consider an exception for Contractor Employees based on work references provided by the Contractor.

8. Residential Address Verification

Contractors must perform a five-year address verification on all new Contractor Employees hired to support the National Grid contract. The purpose of this check is to confirm that the address exists and relates to a real property, and to establish that the individual permanently resides or previously resided at the address. Verifying the address given by a prospective employee is important because it confirms that other information provided is correct. An individual may wish to omit their current or former address to conceal adverse information, such as criminal convictions.

9. Employment History Verification

Contractors must perform a three-year prior employment history verification on all new Contractor Employees hired to support the National Grid contract. The purpose of this check is important as it serves to check the accuracy of information provided by the applicant. This check may also reveal prior employment with National Grid that should be further explored (see section 11 below). An individual may wish to omit prior employment history to conceal adverse information, such as criminal convictions.

10. Motor Vehicle Operation

All Contractor Employees who are required to operate a motor vehicle in conjunction with their contract with National Grid must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and National Grid-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

11. Employees Previously Terminated or Removed from National Grid Work for Cause

National Grid will not permit Contractor Employees who were previously employed by National Grid and were terminated by National Grid for cause, or Contractor Employees who were previously removed from working on any contract for National Grid to work for National Grid.

12. Supplemental Background Check Information

Due to the nature of the work to be performed by the Contractor, National Grid requires that the background check include the following information, if checked. Contractor Employees with adverse findings will not be allowed to perform work for National Grid.

- ☐ Education/verification of degrees
- ☐ Validation of required licenses (professional and/or legally required)
- ☐ Credit history
- ☐ Employment history
- ☐ Global screening of offshore international/foreign national Contractors
- ☐ Homeland Security checks
- ☐ Criminal History updates every 7 years
- ☐ _____
- ☐ _____

13. Subcontracted Service Providers

Consistent with National Grid contract terms and conditions, Contractor will impose these background check requirements on any of its subcontracted service providers whose engagements will extend beyond 14 days and will provide evidence of this upon request by National Grid or its agent. Service providers include, but are not limited to:

- Contractors
- Consultants
- Staffing Agencies (employees and contingent workers assigned to National Grid Work)
- Professional Services Firms

Excluded from applicability are firms that provide solely delivery or removal services such as:

- Equipment, materials, or office supply manufacturers and distributors
- Delivery companies
- Waste or recyclables haulers

14. Removal of Contractor Employees from Work

If it is determined at any time that a Contractor Employee does not meet the background qualifications or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination.

15. Contractor Appeals Process in Support of a Failed Contractor Employee

Should a Contractor desire to utilize an employee for work in support of National Grid despite adverse findings with any of the background checks performed, Contractor must submit a request in writing to National Grid's Security Department. Following receipt of such information, representatives from National Grid's Security, User, Legal and Human Resources Departments will evaluate the background check information and make a determination whether the Contractor Employee should be allowed to perform work for National Grid. National Grid will issue its determination in writing, which the Contractor should retain for the duration of the contract.

16. Retention and Access to Contractor Records

Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall make all records and correspondence available to National Grid or its agent upon reasonable notice. National Grid will perform audits of Contractor's background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid. National Grid's direct costs and the cost for any contracted audit services will be at the expense of National Grid.

17. National Grid's Right to Revise Requirements for Contractor Background Checks

National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing.

18. National Grid Security Department Contact Information:

All inquiries and submittals to National Grid's Security Department or IT Security Department as required in this document should be directed as appropriate to:

All mail inquiries and submittals		E-mails or Phone calls should be directed to:
Security	National Grid Director of Security 300 Erie Blvd Syracuse, NY 13202	Mr. Howard Allen Email: Howard.Allen@us.ngrid.com Telephone: 315-428-5129
IT Security	National Grid Manager IT Enterprise Security 25 Research Drive Westborough, MA 01582	Mr. Brian Betterton Email: Brian.Betterton@us.ngrid.com Telephone: 508-389-3190



The power of action.™

SUPPLIER DIVERSITY POLICY STATEMENT

National Grid is a global electricity and gas company. Our focus is on the safe, efficient, and reliable delivery of energy to our gas and electric customers.

We recognize that the markets in which we conduct business are becoming increasingly multicultural and multifaceted and that incorporating a rich cultural environment into our vendor database will give us a competitive advantage and help to support the communities we serve.

We are committed to being an innovative leader in energy management and to safeguarding our global environment for future generations. An essential component of that commitment is the support and development of business enterprises in our communities.

National Grid is committed to making every effort to utilize all of the resources within the markets and communities in which it operates.

It is National Grid's policy to provide minority, women owned and diverse business enterprises, as well as small businesses, with an equal opportunity to participate in National Grid's procurement and sourcing processes.

The implementation of this policy is the responsibility of all National Grid's business units and organizations with procurement responsibilities. The Procurement Department will develop, administer, and implement processes to ensure that minority, women owned and diverse business enterprises have an opportunity to participate in the procurement process at National Grid.

To support this policy, the National Grid Supplier Diversity Council will work to achieve the following objectives:

- Development of an inclusive and diverse supply chain through identification of diverse suppliers.
- Increase participation of minority and women owned businesses in contracting opportunities.
- Foster and identify opportunities for the development of minority, women and diverse owned businesses through outreach activities including instructional opportunities and mentoring programs.
- Implement a reporting process to capture and monitor spend with diverse suppliers.

National Grid is strongly committed to the support, development and utilization of diverse suppliers in connection with and in support of its provision of safe, reliable, and efficient service to its customers



Steve Holliday



Thomas B. King

Certificate of Service

I hereby certify that a copy of the cover letter and/or any materials accompanying this certificate were electronically submitted to the individuals listed below.



September 6, 2012

Joanne M. Scanlon
National Grid

Date

Docket No. 4237 – Commission’s Proceeding Relating to Stray and Contact Voltage Pursuant to Enacted Legislation Service List updated 8/28/12

Name	E-mail Distribution List	Phone
Thomas Teehan, Esq. Celia B. O’Brien, Esq. National Grid 280 Melrose Street Providence, RI 02907-1438	Thomas.teehan@us.ngrid.com	401-784-7667
	Celia.obrien@us.ngrid.com	
	Joanne.scanlon@us.ngrid.com	
Michael R. Kirkwood, General Mgr./CEO Pascoag Utility District 253 Pascoag Main St. PO Box 107 Pascoag, RI 02859	mkirkwood@pud-ri.org	401-568-6222
	Jallaire@pud-ri.org	
William L. Bernstein, Esq. 627 Putnam Pike Greenville, RI 02828	wblaw@verizon.net	401-949-2228
Michael McElroy, Esq. 21 Dryden Lane PO Box 6721 Providence, RI 02940-6721	Michael@McElroyLawOffice.com	401-351-4100
Dr. Albert Cassaza	albertc@optimum.net	
Joseph A. Keough, Jr., Esq. Keough & Sweeney 41 Mendon Ave. Pawtucket, RI 02861	jkeoughjr@keoughsweeney.com	401-724-3600
Roz Rustigian Contact Voltage Information Ctr. (CVIC)	rozrustigian@rustigianrugs.com	401-489-8667
Cliff McGinnes	ifrtruck35@mac.com	
Leo Wold, Esq.	lwold@riag.state.ri.us	401-222-2424

Dept. of Attorney General 150 South Main St. Providence, RI 02903	Sscialabba@ripuc.state.ri.us	ext. 2299
	Dstearns@ripuc.state.ri.us	
	Acontente@ripuc.state.ri.us	
	Tkogut@ripuc.state.ri.us	
	dmacrae@riag.ri.gov	
Original & 10 copies file w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Boulevard Warwick, RI 02888	Lmassaro@puc.state.ri.us	401-780-2107
	Cwilson@puc.state.ri.us	
	Adalessandro@puc.state.ri.us	
	dshah@puc.state.ri.us	
	anault@puc.state.ri.us	
	nucci@puc.state.ri.us	
Kelly Mahoney, Governor's Policy Office	Kelly.Mahoney@governor.ri.gov	401-222-8135