

Request for Proposals for Website Development & Digital Marketing Services

Proposal Deadline: 4:00pm EST, Thursday, October 4, 2012

The Vermont Energy Investment Corporation (VEIC), a nonprofit organization, requests proposals for **Website Development & Digital Marketing Services** to be completed and presented to VEIC by **4pm on Thursday, October 4, 2012**. Please provide notice of your intention to submit a proposal **4pm on Friday, September 21, 2012**

Questions regarding this RFP should be directed to VEIC's Digital Strategy & Development Manager at ndater@veic.org no later than September 21, 2012. Responses to all questions will be posted to the VEIC website (www.veic.org) within five business days.

Electronic submissions of the proposals are preferred and should be submitted to ndater@veic.org with "Website Development & Digital Marketing Services" in the subject line. If submitting a hardcopy proposal, 2 copies must be delivered by the proposal deadline to: Noah Dater, Vermont Energy Investment Corporation, 128 Lakeside Avenue, Suite 401, Burlington, VT, 05401.

Introduction

Vermont Energy Investment Corporation (VEIC) requests proposals to provide Website Development & Digital Marketing Services to support VEIC's marketing efforts. The selected organization will be asked to work in close collaboration with and in support of VEIC's marketing department in the development of all aspects of digital marketing & website development.

As a nonprofit organization that receives public funding, VEIC is committed to the effective and efficient use of its limited marketing budget. The proposed contract period for services is through the end of 2013.

Background on Vermont Energy Investment Corporation

The Vermont Energy Investment Corporation (VEIC) is a mission-driven, nonprofit organization dedicated to reducing the economic and environmental costs of energy use, enabled by the design and implementation of innovative energy efficiency and renewable energy programs. Founded in 1986, VEIC is nationally and internationally recognized for advancing energy efficiency, energy conservation, and renewable energy programs and projects across the United States, Canada, and Europe. VEIC employs over 250 professionals and is headquartered in Burlington, Vermont, with offices in Washington D.C., Ohio and New Jersey.

VEIC gained national prominence as the contractor for the nation's first energy efficiency utility, Efficiency Vermont. The company also designed and operates utility-scale contracts for energy efficiency service delivery with municipal utilities in the mid-West (American Municipal Power), known as Efficiency Smart, and with the District of Columbia, known as the DC Sustainable Energy Utility (DC SEU). The majority of the staff work for these VEIC divisions.

In addition, the VEIC Consulting Division (30 people) includes personnel with expertise in policy, planning, program design, implementation, finance, engineering, business development and operations. The Consulting Division's work spans a wide range of activity including: analysis,

planning, evaluation, policy development, program design, management, and technical support. The team has executed projects at the local, state, and Federal levels for a wide range of clients including: the U.S. Department of Energy, local and state governmental bodies, consumer advocates, utilities, trade associations, foundations, and commercial companies.

Over the last 25 years, VEIC has been hired to design programs from the ground up, to critique existing programs, and to recommend improvements to hundreds of electric and gas efficiency programs. VEIC staff members have developed and critiqued regulatory filings, and have filed and defended expert witness testimony in more than ten states on behalf of consumer advocates, regulators, utilities, and environmental groups. In addition, VEIC has experience designing and implementing consumer behavior smart grid programs, and has been a pivotal partner in the design and execution of the second largest renewable energy program in the United States.

VEIC is widely recognized for being on the “cutting edge” in energy efficiency, conservation, demand response, smart grid, and renewable energy. We are well-known for our technical knowledge, creativity, innovation, technology/vendor-neutral approach, and our ability to integrate program design, review, analysis, and implementation experience in a way that provides practical and proven results for our clients. VEIC also brings a particular focus on the needs of energy consumers to all of our work, allowing us to drive toward our mission via real-world solutions to the problems of homeowners, business owners, and municipalities.

For additional information, please see:

VEIC: www.VEIC.org

Efficiency Vermont: www.encyvermont.com

DC SEU: www.dcseu.com

Efficiency Smart: www.encysmart.org

Drive Electric Vermont: www.driveelectricvt.com

Scope of Work:

We seek a partner with a proven track record to assist in the creation of cutting edge, dynamic, flexible, and informative digital strategy, media & web sites to help further VEIC's mission and goals. As part of the overall Scope of work, VEIC has both the immediate need for website development for www.DriveElectricVT.com, as well as future website development and digital marketing. We have broken the scope into two sections to reflect this. Responses to this RFP should address both section 1 & 2 of the scope.

1. www.DriveElectricVT.com:

Overview:

With a new brand and logo in place and a successful inaugural demo day event under its belt, Drive Electric Vermont is ready to begin expanding its presence and making itself known to Vermonters. www.DriveElectricVT.com is currently a single page “placeholder” website that was used to support a single event. As the program is maturing, an opportunity exists to create a site to better meet the needs of the Drive Electric Vermont program. As part of an overall marketing strategy, the newly designed website will function as a cornerstone for these efforts. VEIC is seeking a sub-contractor to assist in the design and development of a dynamic website site using the Sitefinity 5.x CMS.

Objectives for www.DriveElectricVT.com:

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- Clearly communicate the case for electric vehicles specific to Vermont's consumer and business needs
- Generate excitement about the market and encourage champions to spread the word
- Inspire interested parties to collaborate on and actualize infrastructure and policy changes
- Create a knowledgeable, informed community and keep them up to date on improvements to state electric vehicle infrastructure/incentives
- Ultimately put more electric vehicles on the road

As part of this effort, we will expect the partner to handle:

- Information Architecture and User Experience
- Site Design
- CSS/HTML Production
- Content Creation
- Production Assistance

The primary audience is technology engaged, so we seek a site that is optimized for the mobile experience, and expect the following browser compatibility:

- PC, Mac, UNIX-based users/clients)
- IE 7-8-9, Chrome, Firefox, Opera, Safari
- Mobile Compatibly:
 - We desire the site to be fully functional and optimized for viewing on mobile devices including Smart Phones and Tablets. Both the IOS and Android experience should be optimized for Phones and Tablets.

We intend for the site to be built using the Sitefinity 5.X CMS. VEIC has considerable experience with this platform, and has built 5 sites using this CMS as part of our corporate digital platform.

VEIC will consider proposals for either:

1. Turn-Key Website Development including full CMS implementation (Navigation, Templates, etc.), content loading & testing.
2. Co-Development with our partner providing HTML & CSS (including navigation) files, which VEIC will implement in Sitefinity CMS.

Preference will be given to proposals for complete/turn-key website development.

CMS licensing and installation will be handled by VEIC. VEIC will provide a working development environment hosted on our servers. VEIC can provide assistance regarding, development architecture, CMS implementation & modifications as needed, and should be considered a partner in the site implementation.

2: Ongoing Website Development & Digital Marketing

Future Projects are likely to include the constant development and redevelopment of www.EfficiencyVermont.com & www.veic.org through the end of 2013. In addition, we seek a partner that may be asked to provide the following services:

- Digital Strategy support for VEIC's brands, contracts and services, as needed.
- Website design & development as needed, including:
 - User Experience & Information Architecture
 - Design

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- Front-End Development
 - CSS/HTML Production
- Back-End Development
- Content Creation
- Production Assistance
- Strategic campaign support, including the planning, development and execution of digital campaigns, as needed:
 - Online Banner Ads, Paid Search, Mobil Ads, Facebook Advertising and other paid digital media support.
- Social Media strategy and implementation support, as needed:
 - Recommend and implement strategies and content for Facebook, Twitter, Google+, YouTube and other emerging platforms
- Content Strategy & Creation, as needed:
 - Assist in the creation of engaging digital content that can be leveraged across channels, including infographics, interactive tools, video, images, written content and other forms of digital assets.
 - SEO Optimization

Technology:

- We expect our partner to interface with VEIC's marketing and IT departments on all projects. VEIC's digital team includes a front-end developer, back-end developer, content producer, project managers and the digital strategy & development manager.
- As part of our overall IT & Digital Development Strategies, VEIC has committed to the Sitefinity CMS, with sites built in 3.7 & 5.x versions.
 - Our Development environment is ASP.net (C#), and SQL Server.

Proposal Requirements:

VEIC is seeking proposals that address both parts 1 & 2 of the scope:

- Part 1 (website design & development for www.DriveElectricVT.com):
 - Submit a detailed schedule with your proposal for the project which includes critical milestones, assuming a start date of October 15th, 2012.
 - Provide a detailed fee proposal which outlines the specific activities that will be performed during the website development process.
- Part 2 (Ongoing Website Development & Digital Marketing):
 - Provide a detailed price list & fee structure which addresses the specific activities listed in Part 2.
- Overall
 - Provide a brief description of your firm's structure and capabilities.
 - List all services provided in-house and services provided by any outside consultants. If any services are to be provided by outside consultants, please provide a brief description of the firm, its role, and capabilities.
 - Describe your approach and process for digital marketing & website development.
 - Identify and define prospective team members & their individual roles.
 - Provide a portfolio of websites & Campaigns by your firm providing similar services to the scope as outlined.

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- References: Supply at least three (3) references that have used your professional services for a similar project. Include a contact name, address, and a contact phone number.

Anticipated Schedule

- | | |
|---|---------|
| • RFP issued | 9/14/12 |
| • Notice of Intent to Submit due to VEIC | 9/21/12 |
| • Questions due to VEIC | 9/21/12 |
| • Answers to questions posted to VEIC website | 9/26/12 |
| • Proposals due to VEIC | 10/4/12 |

Proposal Evaluation

Proposals are due to VEIC by 4pm on **Thursday, October 4, 2012**. Selection criteria are outlined below and will be used to evaluate proposals. VEIC will intend to negotiate contract terms with the most qualified vendor. If unsuccessful, VEIC would intend to then negotiate with the next most qualified vendor, until reaching satisfactory contractual arrangements. This RFP does not commit VEIC to award a contract or to pay any costs incurred in the preparations or submission of proposals. VEIC reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the vendors or other firms in any manner deemed to be in the best interest of the VEIC.

Selection of the successful proposal will be made by VEIC based upon the bidder's:

- Responsiveness to work scope and program needs (40%)
- Demonstrated experience and expertise in similar projects (35%)
- Cost effectiveness (15%)
- Comprehensiveness (10%)

Contract Terms

The proposed contract period for services is through the end of 2013.

All material produced, data collected, and reports generated by the subcontractor on behalf of VEIC are confidential and become the exclusive property of VEIC. The contractor may not share program materials, customer data, industry or program participant contact information, etc. unless explicitly authorized by VEIC to do so.

This RFP does not commit VEIC to pay any costs incurred in the preparation of a proposal or to procure or contract for services. VEIC reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified bidders, and to cancel the RFP, in part or in its entirety at its sole discretion.

Contact Information

Questions regarding this RFP should be submitted in writing to: **Noah Dater, Digital Strategy & Development Manager** ndater@veic.org. Responses to all questions will be posted to the VEIC website (www.veic.org) within five business days.

Sample subcontract

The selected service provider will be asked to sign a subcontract with VEIC. Attached is sample subcontract.

CONTRACT AGREEMENT

VEIC Contract Number: **AAA-11-001** (Where AAA = Pod Abbreviation, Where 11 = Budget Year Established, Where 001= Incremental number on the subcontract for that Pod)

Between Vermont Energy Investment Corp. and **[name of organization]**

This Contract dated **[dd]** day of **[mmmm]** 200**[y]** is between Vermont Energy Investment Corporation ("VEIC") of 255 S. Champlain St., Suite 7, Burlington, VT 05401 and **[full name and mailing address of organization]** hereafter referred to as the "CONTRACTOR".

WHEREAS, VEIC desires to employ CONTRACTOR to provide certain services in connection with a Project; and

WHEREAS, CONTRACTOR offers unique services and desires to provide VEIC with such services in connection with a Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall provide all the labor, equipment and any and all other items required to perform the services set forth in Attachment A, "Services and Statement of Work for Work to be Performed by the Contractor for VEIC" (the "Services").

All services to be provided by the CONTRACTOR shall be under the direction of its representative **[name of VEIC project manager]**. The following CONTRACTOR staff are authorized to provide services under this Contract:

[List of all authorized Contractor staff.]

Any additional CONTRACTOR staff shall be pre-approved by VEIC before beginning work on the Project.

The CONTRACTOR shall submit to VEIC a Progress Report for any month in which it performs any of the Services. The Progress Report shall be in the form of a letter to VEIC and shall outline the actual Services performed since the previous Progress Report, as well as any problems identified with the Services, budget or schedule. **[This previous paragraph can be excluded/included at the discretion of the VEIC Project Manager as needed for overall effective project management.]**

CONTRACTOR will provide VEIC with intermediate work products as they are completed, including interim analyses, working drafts, and memoranda prepared for the Services.

CONTRACTOR shall carry out the Services with due diligence and efficiency, in a practical manner designed to promote the purposes of the Project and with due regard to the obligations of the parties thereto.

2. PERIOD OF PERFORMANCE

The period of performance for this Contract shall be from **[mm/dd/yyyy]** through **[mm/dd/yyyy]**.

The work and deliverable schedule detailed in Attachment A shall be strictly adhered to.

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3. FEES AND PAYMENTS

The CONTRACTOR shall be paid accordingly to the following schedule:

[Need to provide specific details on fees and payments as follows:

If time and materials should provide hourly rates (which should include Contractor's entire fringe, overhead and any other indirect costs) and type of expenses (travel, copying, postage/delivery, etc.) that will be reimbursed at actual out-of-pocket cost. Should also provide total not to exceed for all labor and reimbursable costs. Also need to provide basis for reimbursable costs, i.e. mileage reimbursement at the IRS-approved rate only for use of a personal motor vehicle; air travel via most direct route on coach class only, etc. I (David Bardaglio) can work with staff on defining the basis for reimbursable costs on a case-by-case basis.

If Fixed Price should detail total fixed price to be paid. Should also provide payment schedule that is tied to milestones or Tasks, i.e. at completion of Task Y will be paid \$X. If payments are not tied to milestones or tasks should provide some alternative basis for payments, i.e. for ABC services will be paid \$X per month.]

Notwithstanding the above, the total Labor Fees and Reimbursable Costs to be paid to the CONTRACTOR to perform all the Services under this Contract shall not exceed **[\$xx,xxx]**. It is understood that the above Fee and Reimbursable Costs include all of CONTRACTOR's costs and expenses to perform the Services.

CONTRACTOR will invoice VEIC monthly for Labor, Fee and Reimbursable Costs. The monthly invoices will detail the name of staff, hours being billed, hourly rate, and line item detail of reimbursable expenses and receipts for all reimbursable expenses. Invoices shall be submitted within five business days after the end of each month.

If invoices are submitted by mail they should be sent to:

Accounts Payable
Vermont Energy Investment Corporation
255 South Champlain Street
Burlington, VT 05401

If submitted via e-mail invoices should be sent to AccountsPayable@veic.org.

VEIC will pay the CONTRACTOR's monthly invoices within 30 days.

4. INDEPENDENT CONTRACTOR

For the purposes hereof, CONTRACTOR is an independent contractor, and shall not be deemed to be an employee or agent of VEIC or the client. CONTRACTOR shall pay any and all taxes and fees on it imposed by any government under this Contract.

5. INSURANCE

Before commencing *Work* on this Contract, the CONTRACTOR shall provide Certificates of Insurance to show that the following minimum coverages are in effect. The Certificates of Insurance shall name *VEIC* as additionally insured party as its interests may appear. All policies shall be noncancellable without 30 days prior written notice from the insurance carrier to *VEIC*. It is the responsibility of the CONTRACTOR to maintain current Certificates of Insurance on file with *VEIC* through the term of this Contract.

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Workers' Compensation: With respect to all operations performed under this Contract, the CONTRACTOR shall carry, if applicable, workers' compensation insurance in accordance with the laws of the *State* and any other state in which it is performing the Contract Scope of Work.

General Liability Insurance: With respect to all operations performed under this Contract, the CONTRACTOR shall maintain commercial general liability written on an occurrence form with limits of not less than:

\$1,000,000 Each Occurrence
 \$1,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations Aggregate
 \$50,000 Damages for Premises Rented to You

Commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

Automotive Liability: The CONTRACTOR shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with this Contract. Limits of coverage shall be in the amount required by any applicable state law.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been set to protect the interests of VEIC.

None of VEIC's insurance coverage shall apply to the CONTRACTOR.

6. REPRESENTATIONS

CONTRACTOR represents that it is in the business of providing the Services and that it shall perform the Services:

- a. In accordance with all applicable federal, state and local laws and regulations; and
- b. In accordance with generally accepted industry principles and practices.

The CONTRACTOR further represents that there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Services or the VEIC's rights hereunder.

7. SETTLEMENT OF DISPUTES

Any disputes or differences arising out of this Contract that cannot be amicably settled between the parties shall be finally settled under the Rules of Conciliation and Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. The arbitration shall take place in Burlington, Vermont. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

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8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold VEIC harmless against: any injury, death, loss, suit or claim, including expenses and attorneys' fees arising from (i) CONTRACTOR's violation of the representations contained in Section 6 hereof; (ii) any liability or loss resulting from CONTRACTOR's failure to pay any taxes or fees imposed upon it by any government under this Contract; and (iii) any other negligent action or omission on the sole part of CONTRACTOR in connection with this Contract.

VEIC shall defend, indemnify and hold the CONTRACTOR harmless against: any injury, death, loss, suit or claim, including expenses and attorneys' arising from any negligent action or omission on the sole part of VEIC in connection with this Contract.

9. GOVERNING LAW

The interpretation of the terms and conditions of this Contract shall be governed by the laws of the State of Vermont.

10. DEFAULT TERMINATION

Either party may terminate this Contract in whole or in part in the event that the other party fails to strictly adhere to any of the terms and conditions of this Contract or fails to maintain the progress of the work so as to jeopardize the successful and timely completion of the Project. In such event, CONTRACTOR shall cease such Services immediately upon VEIC's demand. In the event of termination, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of the Services. Such work shall only pertain to the actual Services and does not include any administrative tasks, such as preparing final invoices, etc. The additional time for filing and closing shall not exceed 5 percent of the total time expended on the undisputed portion of the completed portion of the Services prior to the effective date of termination. CONTRACTOR shall only be compensated for all undisputed portions of the completed portion of the work actually performed prior to the effective date of termination, plus the work required for filing and closing. In the event of termination, CONTRACTOR shall turn over to VEIC all work completed to date; all related documents; and all other information gathered under this Contract.

11. TERMINATION FOR CONVENIENCE

Notwithstanding any other provision of this Contract, VEIC may terminate this Sub-Contract without cause by giving thirty (30) days advance written notice thereof to CONTRACTOR.

Upon termination of this Contract pursuant to this section, CONTRACTOR shall have no further obligation to provide services to VEIC pursuant to this Contract and, except for payment of fees to CONTRACTOR for services rendered prior to the date of termination VEIC shall have no further obligation to pay CONTRACTOR.

CONTRACTOR shall render a final bill for services to VEIC within thirty (30) days from the date of termination and VEIC shall pay that bill within thirty (30) days of receipt of payment for these services from the Client.

12. CONFIDENTIALITY OF DATA, INFORMATION, AND DOCUMENTS

CONTRACTOR agrees that all information communicated to it with respect to services to be performed under this Contract, including any confidential information gained by CONTRACTOR by reason of association with VEIC or the client, which is identified at the time of disclosure by an appropriate legend, marking, stamp, or other positive written identification in a prominent location to be confidential is confidential.

CONTRACTOR agrees that all conclusions, recommendations, reports, advice, or other documents generated by CONTRACTOR pursuant to this Contract are confidential. Further, CONTRACTOR:

- a. Shall not disclose any confidential information to any other person or entity unless specifically authorized in writing by VEIC or the client to do so.
- b. Shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that it uses with similar data that CONTRACTOR designates as confidential.

- c. Agrees that copies of confidential information may not be made without the express written permission of VEIC and that all such copies shall be returned to VEIC along with the originals.
- d. Shall return to VEIC promptly at VEIC's request, all confidential materials. Any materials, the return of which is not specifically requested, shall be returned to VEIC promptly at the conclusion of the work on the project or activity to which the materials relate.

However, CONTRACTOR's obligation to hold any information confidential under this Contract shall not apply to any information if the same is:

- (1) In the public domain at the time of disclosure to CONTRACTOR by VEIC or the client, or subsequent to the date of disclosure, without breach of this Contract by CONTRACTOR; or
- (2) Known to CONTRACTOR, as evidenced by written documentation, prior to disclosure of such information by VEIC or the client; or
- (3) Disclosed without restriction to CONTRACTOR by a third party having a bona fide right to disclose the same to CONTRACTOR and without breach of this Contract by CONTRACTOR; or
- (4) Independently developed by representatives of CONTRACTOR who did not have access to said confidential information.

The provisions of this Section shall survive termination of this Contract.

13. OWNERSHIP OF DATA, INFORMATION AND DOCUMENTS

All reports, studies, plans, specifications, data, and other information developed, written or prepared, by CONTRACTOR pursuant to this Contract, shall be delivered to and become the property of VEIC.

The CONTRACTOR shall not use the Client's corporate name, logo, identity, any affiliation, or the service mark and any related logo, without VEIC's and the Client's prior written consent.

14. COMPETITIVE ACTIVITIES

During the term of this Contract, CONTRACTOR shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any competitive activity relating to the Project or activity to which this Contract relates.

15. MAINTENANCE OF RECORDS

The CONTRACTOR shall keep, maintain, and preserve at its principal office throughout the term of the Contract and for a period of three years after the end of the Contract full and detailed books, accounts, and records pertaining to the performance of the Contract, including without limitation, all bills, invoices, payrolls, Contracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the CONTRACTOR in the course of such performance.

However, if any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit finding involving the records has been resolved.

16. AUDIT ADJUSTMENT

Any payment made under the Contract shall be subject to retroactive reduction for amounts included therein which are found on the basis of any audit of VEIC or the CONTRACTOR by an agency of the United States not to constitute an allowable charge or cost hereunder.

17. ASSIGNMENTS, CONTRACTS AND PURCHASE ORDERS

The assignment, transfer, conveyance, Contracting or other disposal of this Contract or any of the CONTRACTOR'S rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of VEIC shall be void and of no effect as to VEIC.

18. NON-DISCRIMINATION REQUIREMENTS

In accordance with all State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

19. NOTICES

- a. VEIC's primary contact is [name of VEIC project manager].
- b. CONTRACTOR's primary contact is [name of Contractor project manager].
- c. Any notice or request required or permitted to be given or made in this Contract shall be in writing to the appropriate primary contact. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile or electronic mail to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party shall have specified in writing to the party giving such notice, or making such request.

FOR VEIC:

[name of VEIC project manager]

Vermont Energy Investment Corporation
255 South Champlain Street, Suite 7
Burlington, VT 05401
Telephone: (802) 658-6060
Fax: (802) 658-1643

For CONTRACTOR:

[full name, mailing address, phone, fax and e-mail of Contractor Project Manager listed above]

20. ATTACHMENTS

All attachments to this Contract are incorporated by reference and made a part of this Contract. In the event of a conflict between this Contract and any attachment hereto, this Contract shall control.

21. SEVERABILITY

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remaining terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. NONWAIVER

The failure of VEIC to enforce any one or more of the provisions of this Contract shall not be construed to be a waiver thereof, nor shall such failure affect the validity of the Contract, CONTRACTOR's obligations hereunder or the right of VEIC to enforce any provision of the Contract.

23. COUNTERPARTS

The Contract may be executed in several counterparts by the parties and when so executed shall be considered fully executed to the same extent as if all parties had signed the original document. Facsimile execution is authorized.

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24. ENTIRE AGREEMENT

This Contract, including any appendices, constitutes the entire agreement between VEIC and the CONTRACTOR and supersedes all prior communications, representations, agreements and understandings whether oral or written made by either of them concerning the subject hereof. This Contract may not be modified or amended except by written instrument duly executed by an authorized officer or employee of the party to be bound.

25. DOCUMENT PRODUCTION

Within the project schedule established in Attachment A, CONTRACTOR agrees to provide VEIC final draft documents in “print-ready” form. All tables and/or links to spreadsheets will be completely filled out with final data. All document formatting will be consistent with Attachment A guidelines. Document style will be consistent with the “style manual” to be developed within the scope of this project. VEIC will not consider incomplete tables or data, nor format and style inconsistent with Attachment A or the style manual, to meet the CONTRACTOR’s requirements as established in Attachment A of this Contract. [This previous paragraph can be excluded/included at the discretion of the VEIC Project Manager as needed for overall effective project management.]

26. CONTRACT AMENDMENTS

Any changes to the CONTRACTOR’s Scope of Work (Attachment A) and fees will be accomplished via written amendment to this Contract signed by an authorized officer or employee of the CONTRACTOR and VEIC.

IN WITNESS WHEREOF, CONTRACTOR and VEIC have caused this Contract to be executed.

FOR CONTRACTOR

FOR VEIC

Signature

Signature

Printed Name

Scott Johnstone
Printed Name

Title

Executive Director
Title

Date

Date

Attachment A

Services and Statement of Work for Work to be Performed by the CONTRACTOR for VEIC

[A detailed scope of work should be provided here. At a minimum it should contain all deliverables to be provided and a completed schedule for all work to be performed.]