

Request for Proposals for Branding Services

Proposal Deadline: 4:00pm EST, Friday, March 30, 2012

The Vermont Energy Investment Corporation (VEIC), a nonprofit organization, requests proposals for **Branding Services for VEIC** to be completed and presented to VEIC by **4pm on Friday, March 30, 2012**. Please provide notice of your intention to submit a proposal **by 4pm on Thursday, March 15, 2012**.

Questions regarding this RFP should be directed to VEIC Director of Marketing Pat Sears at psears@veic.org no later than March 16, 2012. Responses to all questions will be posted to the VEIC website (www.veic.org) no later than March 23, 2012.

Electronic submissions of the proposals are preferred and should be submitted to psears@veic.org with "Proposal for Branding Services" in the subject line. If submitting a hardcopy proposal, 2 copies must be delivered by the proposal deadline to: Pat Sears, Director of Marketing, Vermont Energy Investment Corporation, 128 Lakeside Avenue, Suite 401, Burlington, VT, 05401.

Introduction

Vermont Energy Investment Corporation (VEIC) requests proposals to provide branding services. The selected organization will be asked to work in close collaboration with and in support of VEIC's marketing department in the development of the VEIC brand.

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 2012.

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 Website: www.VEIC.org

Efficiency Vermont: www.efficiencyvermont.com

DC SEU website: www.dcseu.com

Efficiency Smart website: www.efficiencysmart.org

Background on the VEIC Brand

- To date, no formal brand exploration or marketing has been done for VEIC. Until 2012, marketing services existed only within Efficiency Vermont.
- Until recently, VEIC was unique in the marketplace with an outstanding reputation; essentially, business came to VEIC. Now, credible organizations offer similar services and, thanks to their investments in marketing and branding, compete with VEIC for business opportunities.
- We believe the VEIC name is well-known and highly regarded in the energy efficiency world, but suspect that the brand, breadth of services, and value propositions are not articulated nor understood in the marketplace.
- A new VEIC logo was developed in 2004 and a refreshed website launched in 2009.
- Efficiency Vermont has a strong and recognizable brand in Vermont that has been by supported by targeted marketing campaigns and a recent rebranding effort.
- Efficiency Smart completed a branding initiative and launched a website in 2011.
- DC SEU launched a website in 2011 and expects to engage in a branding initiative in 2012.
- Protocols for the use of the VEIC name/logo with Efficiency Vermont, Efficiency Smart, the DC SEU and future programs and partnerships are not articulated.

128 Lakeside Avenue, Suite 401, Burlington, VT 05401

T: (802) 658-6060 (800) 639-6069 F: (802) 658-1643 www.veic.org

Scope of Work

We seek a partner with a proven track record for creative excellence in brand development and execution to help us:

- Phase I
 - Evaluate whether our name, Vermont Energy Investment Corporation, is broad enough for the organization's rapidly growing portfolio of diverse services, multiple business divisions and partnerships including, but not limited to, Efficiency Vermont, Energy Smart and DC SEU.
 - Develop a brand platform for VEIC, including positioning, personality, promise, differentiation, and value proposition.
 - Develop a comprehensive brand strategy (including brand architecture) for a multi-faceted brand that addresses relationships between brands, naming conventions, and service/program brand groupings.
- Phase II
 - Create the brand identity including naming, logo design, brand identity standards/guidelines/systems.
 - Develop a strategy to gain organizational consensus for the brand's position.

Proposal Requirements

- 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 in detail your approach and process for brand development.
- Introduce your proposed project team, including consultants. Provide resumes of all personnel assigned to the project including specific experience that each team member would contribute to the project. Identify and define their individual roles.
- Provide case studies of your firm providing similar services to firms our size. These case studies should include a brief description of the brand identity services provided and a discussion of the outcome.
- Submit a detailed schedule with your proposal for the project which includes critical milestones, assuming a start date of June 1, 2012.
- Provide a detailed fee proposal which outlines the specific activities that will be performed during the brand process.
- 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 | 3/9/12 |
| • Notice of Intent to Submit due to VEIC | 3/15/12 |
| • Questions due to VEIC | 3/16/12 |
| • Answers to questions posted to VEIC website | 3/23/12 |
| • Proposals due to VEIC | 3/30/12 |
| • Invitation to present issued by VEIC | 4/6/12 |
| • Finalist presentations | 4/16/12 – 4/20/12 |
| • Decision | 4/25/12 |

128 Lakeside Avenue, Suite 401, Burlington, VT 05401

T: (802) 658-6060 (800) 639-6069 F: (802) 658-1643 www.veic.org

Proposal Evaluation

Proposals are due to VEIC by 4pm on Friday, **March 30, 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 (35%)
- Demonstrated experience and expertise in similar projects (35%)
- Cost effectiveness (10%)
- Comprehensiveness (10%)
- Personnel assigned: bios, qualifications (10%)

Contract Terms

The proposed contract period for services is through the end of 2012.

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: **Pat Sears, Director of Marketing** psears@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.

SUBCONTRACT AGREEMENT

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

This Subcontract dated **[dd]** day of **[mmmm]** 20**[yy]** is between Vermont Energy Investment Corporation ("VEIC") of 128 Lakeside Avenue, Suite 401, Burlington, VT 05401 and **[full name and mailing address of organization]** hereafter referred to as the "SUBCONTRACTOR".

WHEREAS, VEIC has a contract (the "Prime Contract") with the **[name of VEIC client]** ("the Client") to **[brief description of work being performed for client]** hereafter referred to as the "Project";

WHEREAS, VEIC desires to employ SUBCONTRACTOR to provide certain services in connection with the Project; and

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

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

SCOPE OF WORK

The SUBCONTRACTOR 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 Subcontractor for VEIC" (the "Services").

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

[List of all authorized subcontractor staff.]

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

The SUBCONTRACTOR 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.]**

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

SUBCONTRACTOR 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.

PERIOD OF PERFORMANCE

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

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

128 Lakeside Avenue, Suite 401, Burlington, VT 05401

T: (802) 658-6060 (800) 639-6069 F: (802) 658-1643 www.veic.org

FEES AND PAYMENTS

The SUBCONTRACTOR 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 Subcontractor'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 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 SUBCONTRACTOR to perform all the Services under this Subcontract shall not exceed [\$xx,xxx]. It is understood that the above Fee and Reimbursable Costs include all of SUBCONTRACTOR's costs and expenses to perform the Services.

SUBCONTRACTOR 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. SUBCONTRACTOR invoices received by that date will be included in VEIC's invoice to the Client. Invoices received by VEIC after that date will not be included in that month's invoice to the Client and will be delayed until the following month.

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

Accounts Payable
Vermont Energy Investment Corporation
128 Lakeside Avenue, Suite 401
Burlington, VT 05401

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

VEIC will pay the SUBCONTRACTOR's monthly invoices within 5 business days after receiving funds from the Client that are in payment of the SUBCONTRACTOR'S Fee and Reimbursable Costs.

INDEPENDENT CONTRACTOR

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

INSURANCE

Before commencing *Work* on this Subcontract, the SUBCONTRACTOR 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 SUBCONTRACTOR to maintain current Certificates of Insurance on file with *VEIC* through the term of this Subcontract.

Workers' Compensation: With respect to all operations performed under this Subcontract, the SUBCONTRACTOR 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 Subcontract Scope of Work.

128 Lakeside Avenue, Suite 401, Burlington, VT 05401

T: (802) 658-6060 (800) 639-6069 F: (802) 658-1643 www.veic.org

General Liability Insurance: With respect to all operations performed under this Subcontract, the SUBCONTRACTOR 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 SUBCONTRACTOR shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with this Subcontract. 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 SUBCONTRACTOR for the SUBCONTRACTOR'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 SUBCONTRACTOR.

REPRESENTATIONS

SUBCONTRACTOR 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 SUBCONTRACTOR 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.

SETTLEMENT OF DISPUTES

Any disputes or differences arising out of this Subcontract 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.

INDEMNIFICATION

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

VEIC shall defend, indemnify and hold the SUBCONTRACTOR 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 Subcontract.

GOVERNING LAW

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

128 Lakeside Avenue, Suite 401, Burlington, VT 05401

T: (802) 658-6060 (800) 639-6069 F: (802) 658-1643 www.veic.org

DEFAULT TERMINATION

Either party may terminate this Subcontract 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 Subcontract or fails to maintain the progress of the work so as to jeopardize the successful and timely completion of the Project. In such event, SUBCONTRACTOR shall cease such Services immediately upon VEIC's demand. In the event of termination, SUBCONTRACTOR 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. SUBCONTRACTOR 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. However, no payments for un-disputed services or filing and close-out work will be made if VEIC has not received payment for these services from the Client. In the event of termination, SUBCONTRACTOR shall turn over to VEIC all work completed to date; all related documents; and all other information gathered under this Subcontract.

TERMINATION FOR CONVENIENCE

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

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

SUBCONTRACTOR 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.

TERMINATION OF PRIME CONTRACT

If the Prime Contract with the Client expires or terminates for any reason whatsoever then this Subcontract shall automatically terminate on that same date.

Upon termination of this Subcontract pursuant to this section, SUBCONTRACTOR shall have no further obligation to provide services to VEIC pursuant to this Subcontract. Except for payment of fees to SUBCONTRACTOR for services rendered prior to the date of termination VEIC shall have no further obligation to pay SUBCONTRACTOR. Such fees shall only be paid to SUBCONTRACTOR if VEIC receives payment of these fees from the Client.

SUBCONTRACTOR 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.

STOP WORK ORDER

The client may at any time, by written Order to VEIC, require VEIC to stop all or any part of, the Prime Contract work.

Upon receipt of such an Order, the SUBCONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the order during the period of work stoppage consistent with public health and safety. The SUBCONTRACTOR will comply with all subsequent instructions provided by the Client pursuant to this stop work order.

CONFIDENTIALITY OF DATA, INFORMATION, AND DOCUMENTS

SUBCONTRACTOR agrees that all information communicated to it with respect to services to be performed under this Subcontract, including any confidential information gained by SUBCONTRACTOR 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.

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

- 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 SUBCONTRACTOR 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, SUBCONTRACTOR's obligation to hold any information confidential under this Subcontract shall not apply to any information if the same is:

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

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

OWNERSHIP OF DATA, INFORMATION AND DOCUMENTS

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

The SUBCONTRACTOR 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.

COMPETITIVE ACTIVITIES

During the term of this Subcontract, SUBCONTRACTOR 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 Subcontract relates.

MAINTENANCE OF RECORDS

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

AUDIT ADJUSTMENT

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

128 Lakeside Avenue, Suite 401, Burlington, VT 05401

T: (802) 658-6060 (800) 639-6069 F: (802) 658-1643 www.veic.org

ASSIGNMENTS, SUBCONTRACTS AND PURCHASE ORDERS

The assignment, transfer, conveyance, subcontracting or other disposal of this Subcontract or any of the SUBCONTRACTOR'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.

NON-DISCRIMINATION REQUIREMENTS

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

NOTICES

- a. VEIC's primary contact is [name of VEIC project manager].
- b. SUBCONTRACTOR's primary contact is [name of Subcontractor project manager].
- c. Any notice or request required or permitted to be given or made in this Subcontract 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
128 Lakeside Avenue, Suite 401
Burlington, VT 05401
Telephone: (802) 658-6060
Fax: (802) 658-1643

For SUBCONTRACTOR:

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

ATTACHMENTS

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

SEVERABILITY

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

NONWAIVER

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

COUNTERPARTS

The Subcontract 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.

ENTIRE AGREEMENT

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

DOCUMENT PRODUCTION

Within the project schedule established in Attachment A, SUBCONTRACTOR 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 SUBCONTRACTOR’s requirements as established in Attachment A of this Subcontract. [This previous paragraph can be excluded/included at the discretion of the VEIC Project Manager as needed for overall effective project management.]

SUBCONTRACT AMENDMENTS

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

IN WITNESS WHEREOF, SUBCONTRACTOR and VEIC have caused this Subcontract to be executed.

FOR SUBCONTRACTOR

FOR VEIC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

(Add ARRA Attachment if ARRA funds are being used in this project.)

Attachment A

Services and Statement of Work for Work to be Performed by the SUBCONTRACTOR 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.]