1. Summary

The Vermont Energy Investment Corporation (VEIC), a non-profit corporation, requests proposals for Network Monitoring Services.

Responses to this RFP (including attachments) must be delivered electronically to VEIC by 5:00 p.m. EDT on Friday, June 27, 2014. Responses submitted after 5:00 p.m. EDT will not be accepted. Responses must be submitted electronically via e-mail to Erik Findholt (efindholt@veic.org) with RFP Submittal for Network Monitoring Services in the subject line.

2. Vermont Energy Investment Corporation

Vermont Energy Investment Corporation (VEIC) is a mission-driven nonprofit organization dedicated to reducing the economic and environmental costs of energy use. 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, Europe, and Asia. VEIC employs more than 300 professionals and is headquartered in Burlington, Vermont, with offices in Washington, DC, Ohio, and New Jersey. Further information about VEIC can be found on our website: http://www.veic.org.

3. Scope of VEIC Network Monitoring Services RFP

In order to support the work of VEIC’s Information Services Network Team, VEIC is seeking the following services from a qualified vendor:

- Network Monitoring Services
- As Needed/Professional Services

**Network Monitoring Services**

The vendor will be expected to install and manage a network monitoring solution which will collect performance information on VEIC’s systems, provide the ability for VEIC staff to view real time and historical reports on the performance of those systems, allow the vendor to actively monitor performance on a 24/7/365 basis, and alert VEIC staff when a significant outage or issue occurs.

VEIC expects the vendor to be able to alert key VEIC staff of an outage occurring on Tier 1 and Tier 2 systems on a 24/7/365 basis.
As Needed/Professional Services

The vendor is expected to be able to provide additional services on an as needed basis. This includes access to first line and senior engineers.

4. VEIC Network Environment

VEIC’s main LAN/WAN infrastructure is housed in two locations: its largest office in Burlington, VT; and its colocation center, also located in Vermont. Additional equipment is located at satellite offices in Washington, DC and Ohio, as well as two small offices elsewhere in Vermont. VEIC currently runs the majority of its servers in a VMware ESX virtual environment housed in its colocation center.

Production Systems

VEIC’s network includes the following types of systems and assets that are currently in use:

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Quantity</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firewalls</td>
<td>6</td>
<td>Cisco ASA 5520</td>
</tr>
<tr>
<td>Switches</td>
<td>36</td>
<td>Cisco 3750x, Dell M6348, HP ProCurve 2610</td>
</tr>
<tr>
<td>SAN</td>
<td>6</td>
<td>EqualLogic SAN</td>
</tr>
<tr>
<td>Physical Servers</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>VMware Host</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>Virtual Servers</td>
<td>70</td>
<td>Principally Microsoft Windows 2012 Servers</td>
</tr>
</tbody>
</table>

5. Proposal Requirements

Basic requirements

The proposal should describe the vendor’s approach to providing Network Monitoring Services and include specific details about how the vendor would provide the services that are requested in this RFP.

Network Monitoring Services

The proposal must provide details on the solution the vendor will leverage to monitor VEIC’s production systems. It must include information about the installation of the solution and how it is managed and updated.

The proposal must include details on the approach used to filter and tune the monitoring solution to reduce the number of false alarms.

The proposal must provide details on processes the vendor may use to review alarms both during and after regular business hours prior to issuing an alert.
The proposal must detail the vendor’s ability to alert VEIC’s Network Team of a system issue. It should describe how alerts can be customized based on variables such as:

- Time of day
- Day of week
- Type of system
- Type of alert

The proposal must also include example reports which demonstrate the ability of the solution to provide real time and historical operational information such as:

- Virtual server performance metrics
- VMware performance metrics
- Firewall performance metrics
- SAN performance metrics
- Switch performance metrics
- Application monitoring for systems such as Microsoft SQL Server and Microsoft Exchange

**As Needed/Professional Services**

The proposal must include a clear explanation of the process to request and receive as needed support/professional services from network engineers. The proposal must include a pricing structure that details after hours and weekend rates, as well as the scheduling process for such services.

**Qualifications**

The proposal must outline the credentials and experience of the members of the team likely to provide both monitoring and as needed/professional services to VEIC’s Network Team. Should the respondent have a very large team, the credentials and experience of a representative sample of team members would be acceptable, but must include both first line and senior engineers.

**Term**

The proposal must include pricing options for one-year and two-year terms for monitoring and as needed/professional services.

**References**

The proposal must include 3-5 companies to act as references for the services being solicited within this RFP.
Exceptions to Standard Contract

The bidder is required to clearly state any exceptions to the VEIC standard contract terms, provided in Appendix A.

6. Evaluation of Proposals

Proposals are due by 5:00 p.m. EDT on Friday, June 27, 2014. Proposal selection will be qualifications-based. Proposals will be evaluated on the following criteria:

1. Responsiveness to the scope of the RFP (30 points)
2. Demonstrated experience and expertise in similar projects (40 points)
3. Total project costs (30 points)

VEIC reserves the right to evaluate proposals on criteria not listed above.

7. Contract Award

VEIC may award a contract based solely on the response to this RFP, or it may award a contract on the basis of discussion or negotiations with one or more bidders or requests for best and final offers. VEIC may request additional data or material prior to making a contract award.

VEIC anticipates selecting a proposal by July 2, 2014. VEIC intends to negotiate contract terms with the most qualified vendor. If unsuccessful, VEIC intends 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 preparation or submission of proposals. VEIC reserves the right to reject any or all proposals and discontinue this RFP process without obligation or liability to any potential Vendor; to award all or part of the items referenced within the RFP; to accept other than the lowest priced offer; to negotiate with any qualified bidder; and to award more than one contract, if any of these actions is deemed by VEIC in its sole discretion to be in VEIC’s best interest.

8. Questions

Individual questions regarding this RFP will be responded to only as follows: questions regarding requirements and scope of work will be received up to 5 p.m. EDT Friday, June 20, 2014 via email only at efindholt@veic.org, and answers will be posted on the VEIC website (www.veic.org) no later than 5:00 p.m., Tuesday, June 24, 2014. Questions submitted after Friday, June 20, 2014 will not be responded to.

VEIC reserves the right to not answer specific questions during this RFP process.
9. Attachments to RFP

Attachment A – Contract Agreement
CONTRACT AGREEMENT

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

This Contract 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 “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.

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.

3. FEES AND PAYMENTS

The CONTRACTOR shall be paid accordingly to the following schedule:

[Details on fees and payments as follows]:

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
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 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 \textit{VEIC}. It is the responsibility of the CONTRACTOR to maintain current Certificates of Insurance on file with \textit{VEIC} through the term of this Contract.

\textbf{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 \textit{State} and any other state in which it is performing the Contract Scope of Work.

\textbf{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.

\textbf{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.

\textbf{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.

\textbf{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.

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
128 Lakeside Avenue, Suite 401
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.

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.

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

Signature

Printed Name

Title

Date

FOR VEIC

Signature

Printed Name

Title

Date
Attachment B

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.]