CONTRACT

VEIC EVT Contract Number: **EV-XXXX**

This agreement ("*Contract*") dated this **[fill in day]** day of **[fill in month and year]** is between the Vermont Energy Investment Corporation ("*VEIC*" or "*Efficiency Vermont"*) and **[fill in full name of contractor]** ("*Contractor*).

WHEREAS, the State of Vermont Public Utility Commission issued an Order of Appointment (the *Order of Appointment*) to *VEIC* to carry out the duties of the Energy Efficiency Utility (*EEU*);

WHEREAS, *VEIC* desires to employ a contractor to provide *VEIC* with certain services in connection with its implementation of the *Order of Appointment*; and

WHEREAS, *Contractor* offers unique services and desires to provide *VEIC* with such services in connection with the *Order of Appointment*;

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

1. DEFINITIONS

When capitalized and italicized, whether in the singular or plural, the following words and phrases shall have the following meanings in constructing this *Contract*.

A. ***Appointee*** means Vermont Energy Investment Corporation or *VEIC*.

B. ***Commission*** means the Vermont Public Utility Commission identified in 30 V.S.A. § 3.

C. ***Customized Software*** means any computer software, including any related database structure, that is not readily available for purchase and that is modified, developed, and/or written by the *Appointee* or its contractor(s) specifically for the purpose of performing the responsibilities of the *EEU* under the *Order of Appointment*.

D. ***Department*** or ***DPS*** means the Vermont Department of Public Service.

E. ***Docket 7466*** means the *Commission's* investigation into a petition filed by the *Department* regarding the structure of the Energy Efficiency Utility program. This investigation was opened on 9/11/2008.

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F. ***EEU*** means the Energy Efficiency Utility identified in the *Order of Appointment*, and in the *MOU*.

G. ***Fiscal Agent*** means the person or entity selected and retained by the *Commission* to receive *EEU* funds and to disburse those funds under the direction of the *Commission*.

H. ***Market Actor*** means a person, business or organization that affects the market availability and implementation of energy efficient technologies, products, practices and designs, including, but not limited to, design professionals, contractors, retailers, suppliers, manufacturers, associations and institutions.

I. ***MOU*** means the Memorandum of Understanding approved by the *Commission* in Docket No. 5980 and attached to the *5980 Order* as Appendix A and as further modified by the *Commission*.

J. ***Order of Appointment*** means the "Order of Appointment for Vermont Energy Investment Corporation" issued by the *Commission* on June 23, 2021.

K. ***State*** means the State of Vermont including its agencies, departments, and boards.

L. ***VEIC*** means Vermont Energy Investment Corporation, a Vermont non-profit corporation with its principal offices at 20 Winooski Falls Way, Winooski, Vermont and whose Vermont Tax Identification Number is 430030304418F01.

M. ***Cut-off Date*** means the 5th business day of the subsequent calendar month.

N. ***Contractor*** means [fill in Organization/Company name] a [fill in type of organization, i.e. non-profit, for-profit, limited liability company, sole proprietor etc.] with its principal offices at [fill in address].

O. ***Contract Scope of Work*** means the Contractor's Scope of Work identified in Paragraph **2** and in Attachment **A** of this *Contract*.

P. ***Contract*** means this Contract and all Attachments hereto, as all may be amended from time to time.

2. ***CONTRACT SCOPE OF WORK***

The *Contractor* shall furnish all necessary personnel, office space, equipment, materials, services, licenses, transportation, and other necessary resources to accomplish the *Contract Scope of Work* as set forth in Attachment A. Changes to the *Contract Scope of Work* may be

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made only by written agreement of both the *Contractor* and *VEIC*. Notwithstanding the foregoing, *VEIC* reserves the exclusive right, in its sole discretion, to temporarily or permanently reduce the level or scope of all or any elements of the *Contract Scope of Work* at any time; provided, that, *VEIC* must provide thirty (30) days' advance written notice to *Contractor* of any such reduction (unless such notice would be impracticable under the circumstances).

All work products shall be provided to VEIC using software and versions as specified by VEIC. For work document types including spreadsheets, word processors, and presentations, VEIC requires the use of Microsoft Office Version 2013 at minimum with Office 2016 or Office 365 recommended for use.

Contractor shall devote sufficient personnel to complete the *Contract Scope of Work* in a timely manner, consistent with any milestones or deadlines set forth in Attachment A. *Contractor* shall provide *VEIC* with a list of the key personnel upon execution of this *Contract*, and *VEIC* reserves the right to reasonably reject any or all of the *Contractor's* key personnel.

Contractor shall carry out the *Contract Scope of Work* in a professional and competent manner, consistent with best practices in the industry and with due diligence and efficiency, in a practical manner designed to promote the purposes of the *EEU* and with due regard to the obligations of the parties thereto.

3. TERM OF *CONTRACT*

The Term of this *Contract* shall begin on **[Month Day]**, **[Year]** and end on **[Month Day]**, **[Year]** unless amended or terminated earlier in accordance with the provisions of this *Contract*.

Time is of the essence and all deadlines detailed in the *Contract Scope of Work* shall be strictly adhered to.

4. FEES AND PAYMENTS

The *Contractor* will be paid in accordance with the following payment provisions: **[Note to Drafter: Edit Fees and Payments by deleting the method below that DOES NOT apply to this particular contract]**

Option # 1: Fixed Fee

Contractor will be compensated based upon the Firm Fixed Fee amount of [$----------] (---------- dollars) for all work specified in the *Contract Scope of Work*, including all administrative and technical support. *Contractor* will also be reimbursed on an incurred basis for Reimbursable Expenses in accordance with Contractor's Reimbursable Expense Schedule (Attachment C), subject to any NTE amounts included in Attachment C. The reimbursable expenses shall be charged to *VEIC* at *Contractor's* actual cost, with no mark-up. No obligations

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for expenses beyond the estimated amount in Attachment C shall be reimbursed without prior written approval by *VEIC*. The schedule of rates set forth on Attachments B and C shall not change during the Term of this *Contract*, with the exception of mileage, which will be adjusted on a calendar year basis in accordance with changes in the IRS approved mileage rate for use of a personal automobile. Invoices shall be submitted monthly, based on the percentage completion of the *Contract Scope of Work*, and shall indicate the work progressed on Scope components that is being invoiced; for reimbursable expenses invoices will show the tasks for which each expense was incurred. Prior to making any monthly payment, *VEIC* may request supporting documentation from the *Contractor* evidencing the completion of such work scope and achievement of any related milestones or deadlines set forth in Attachment A. The Fixed Fee includes all General and Administrative Overhead; all *Contractor* administrative functions are understood to be compensated through the *Contractor's* Fixed Fee, and only administrative assistance that is in direct support of production of the deliverables in the *Contract Scope of Work* will be compensated by the Fixed Fee. Final Payment shall not be made until, as a minimum, review and approval by *VEIC* of the final deliverables is completed. If, following completion of such deliverables and final payment, *VEIC* determines that the deliverables contain errors or omissions, *Contractor* shall promptly correct such errors or omissions at no further cost to *VEIC*. *Contractor* acknowledges that it is required to complete the *Contract Scope of Work* in return for the Firm Fixed Fee and *Contractor* shall not be entitled to any additional compensation hereunder, with the exception of the reimbursable expenses described herein.

In cases where *VEIC* requests an amendment to the previously agreed upon *Contract Scope of Work* that is subject to a Firm Fixed Fee, *VEIC* and *Contractor* shall amend this *Contract* to include the additional scope and adjust the Firm Fixed Fee (in a manner consistent with how the original Fixed Firm Fee was determined) and any relevant deadlines.

Option # 2:Time and Materials

In performing the *Contract Scope of Work*, the *Contractor* will be compensated on an Hourly Basis for labor, with a Not-To-Exceed (NTE) amount of [$--------] (----------dollars) in accordance with the Contractor's Standard Billing Rates (Attachment B) and on an incurred basis for Reimbursable Expenses in accordance with Contractor's Reimbursable Expense Schedule (Attachment C), subject to any NTE amounts included in Attachment C. If authorized, reimbursable expenses shall be charged to *VEIC* at *Contractor's* actual cost, with no mark-up. *Contractor* shall not exceed these dollar amounts set forth above for labor and reimbursable expenses in performing the *Contract Scope of Work*, unless approved in advance in writing by an authorized representative of *VEIC*. During each yearly anniversary of the Term of this *Contract*, *Contractor* may only increase the Standard Billing Rates for labor set forth on Attachment B by the lesser of (i) three percent (3%) or (ii) the average percentage change in the annual Consumer Price Index Northeast for all urban consumers (CPI-U) (1982-1984) over the then current contract year (*CPI*). The average percentage CPI change will be calculated by VEIC by January 1 of each year and will be used until the following January. [Do Not Use If a Single Year Contract] The

schedule of rates set forth on Attachments B and C shall not change during the Term of this *Contract*, with the exception of mileage, which will be adjusted on a calendar year basis in accordance with changes in the IRS approved mileage rate for use of a personal automobile. With the exception of the increases provided for in the preceding 2 sentences regarding mileage and labor rates, *Contractor* shall not increase any other expenses set forth on Attachments B and C during the Term of this *Contract*. No obligations for expenses beyond the estimated amount in Attachment C shall be reimbursed without prior written approval by *VEIC*. The Standard Billing Rates include all General and Administrative Overhead; all *Contractor* administrative functions are understood to be compensated through the factor applied to determine the Standard Billing Rates, and only administrative assistance that is in direct support of production of the deliverables in the Scope of Work will be compensated on an hourly basis. Invoices shall be submitted monthly, including a breakdown showing the staff, hourly rate, hours, and the tasks progressed or completed for the invoice period. Prior to making any monthly payment, *VEIC* may request supporting documentation from the *Contractor* evidencing the completion of such tasks and achievement of any related milestones or deadlines set forth in Attachment A. Reimbursable expenses shall be invoiced in accordance with the Reimbursable Expenses Schedule; invoices must indicate the tasks for which the expenses were incurred, and the expenses itemized. If, following completion of the deliverables required under the *Contract Scope of Work* and final payment, *VEIC* determines that the deliverables contain errors or omissions, *Contractor* shall promptly correct such errors or omissions at no further cost to *VEIC*.

[Note to Drafter: If time and materials under Option # 2, (i) Attachment B should include the hourly labor rates and (ii) Attachment C should include the types of expenses (travel, copying, postage/delivery, etc.) that will be reimbursed at actual out-of-pocket cost. Also need to provide in Attachment C the 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.]

5. INVOICE REQUIREMENTS AND PAYMENT TERMS

The *Contractor* shall submit monthly invoices of eligible Fees and Payments in accordance with Paragraph 4 above to be received at *VEIC's* principal offices by the 5th business day of the subsequent calendar month. This is defined as the "*Cut-off Date*".

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

Accounts Payable
Vermont Energy Investment Corporation
20 Winooski Falls Way
Winooski, VT 05404

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

All invoices shall, at a minimum, include:

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- Contract number;
- *Contractor* name;
- *Contractor* address;
- Federal Employer I.D. number (or Social security number if *Contractor* is an individual) of the *Contractor*;
- Period covered by invoice;
- Project and/or cost code(s);
- Hourly rate(s) or fixed fee(s);
- If time and material,
  - a summary description of hours detailed by staff person and reimbursable expenses including line item detail of reimbursable expenses and receipts for all reimbursable expenses over $10 coded to appropriate VEIC job and project codes;
- Administrative Contact Name, Phone Number, and E-mail.

Contractor shall cooperate with *VEIC* to develop an invoice format and requirements for implementation prior to the first invoice submitted under this *Contract*. *VEIC* may require modifications to the form of invoice during the Term of this *Contract*.

All labor and reimbursable expenses shall be clearly itemized and coded to appropriate *VEIC* job and project codes.

[Note to Drafter: Further invoice requirements will depend on payment terms detailed above. For example, the Scope of Work may stipulate a staged completion plan with interim deliverables, and compensation tied to completion and approval of those deliverables.

If time and materials contract, invoice needs to detail name of staff being billed, hourly rate, task description, and line item detail of reimbursable expenses and receipts for all reimbursable expenses.

If fixed price contract, need to detail the milestone being billed for or any other basis for the payment.

These types of details should be developed on the form of invoice with each contractor.]

6. INVOICE REVIEW, APPROVAL AND PAYMENT

In order for the *Contractor's* invoice to be paid, it must be approved by *VEIC* and be included as part of a *VEIC* monthly *Order of Appointment* invoice.

No later than five (5) business days after its receipt of an invoice, *VEIC* shall review the invoice and either approve the invoice for payment or inform the *Contractor* in writing of any disputed amount and the basis for such dispute.

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If an invoice is disputed by *VEIC*, the *Contractor* shall answer *VEIC's* concerns in writing within five (5) business days of the *Contractor's* receipt of the written notice from *VEIC*. If *VEIC* and the *Contractor* cannot resolve the dispute within ten (10) business days after *VEIC*'s receipt of the *Contractor*'s reply, each party agrees to submit the dispute to final and binding arbitration as provided in Paragraph 28 below.

Contractor's invoice will be submitted as part of *VEIC's* current monthly *Order of Appointment* invoice to the *DPS* only if it is received by *VEIC* by the *Cut-off Date* and only if it is not disputed by *VEIC*. If it is not received by the *Cut-off Date*, then *Contractor's* approved invoice will not be submitted as part of *VEIC's* current monthly *Order of Appointment* invoice. Instead it will be submitted the following month. Disputed *Contractor* invoices will not be submitted until the dispute has been resolved and will be submitted as part of *VEIC's Order of Appointment* invoice based on the month in which the dispute was resolved (i.e., if the invoice was for May, but the dispute was not resolved until July, it would be submitted as part of *VEIC*'s July *Order of Appointment* invoice).

If the *DPS* disputes any part of *VEIC's* invoice that involves the *Contractor's* invoice, then the *Contractor* shall provide any and all information required by either the *DPS* or the *Commission* to resolve such dispute. Such information will be provided by any deadlines specified by either the *DPS* or the *Commission.* Any and all decisions made by the *DPS* or the *Commission* concerning *Contractor's* invoice shall be final and binding upon the *Contractor*.

Fully approved (meaning that the invoice has been approved by both the *DPS* and *VEIC*) *Contractor* invoices shall be paid by *VEIC* within thirty (30) days from the *Cut-off Date*.

Payment will be withheld on open invoices if a Certificate of Insurance showing coverage of the required insurances stated in Paragraph 21 of this *Contract* is not on file with *VEIC*. It is the sole responsibility of the Contractor to have its insurance agent provide current certificates at each insurance renewal period of each type of insurance to *VEIC*.

7. TERMINATION OF *CONTRACT*

a) Termination of *Order of Appointment*

If the *Order of Appointment* is terminated for any reason whatsoever then this *Contract* shall automatically terminate on the same date as the *Order of Appointment*.

b) Termination For Cause

In the event that *Contractor* materially breaches the terms of this *Contract*, *VEIC* may without prejudice to any of its other legal remedies terminate this *Contract* upon fifteen (15) days written notice to *Contractor* and be relieved of the payment of any amount due to *Contractor* for *Contract Scope of Work* performed prior to the date of such termination, except as provided in subparagraph "e" below. Alternatively, *VEIC* may, in its sole discretion, provide *Contractor* with time to cure any breach.

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In the event this *Contract* is terminated for cause, *VEIC* may proceed in any manner it deems proper. *Contractor* shall be compensated for satisfactory services rendered and eligible costs and expenses as provided in subparagraph "e" below; however, in its discretion, *VEIC* may deduct from any sum due to *Contractor* under this *Contract*, all expense, damage or other harm incurred by *VEIC*, the *State*, or the *Commission* or any of their agents as a result of *Contractor's* failure to perform its obligation under this *Contract*. *Contractor* reserves all other rights and remedies at law and in equity, in the event of a breach of this *Contract* by *Contractor*.

c) Termination – Bankruptcy
In the event proceedings in bankruptcy are commenced against the *Contractor*, it is adjudged bankrupt, or a receiver of any of its assets is appointed, *VEIC* may terminate this *Contract* by giving five (5) days notice in writing to the *Contractor*.

d) Termination at Will
VEIC may in its discretion terminate the *Contract* at any time without good cause upon giving thirty (30) days written notice to *Contractor* prior to said termination date. *Contractor* may terminate this *Contract* without good cause upon giving sixty (60) days written notice to *VEIC* prior to said termination date.

e) Responsibility of Parties Upon Expiration or Termination of *Contract*
Upon expiration or termination of this *Contract*, *Contractor* shall, as specifically directed by *VEIC*, provide reasonable transition assistance as requested by *VEIC* to ensure that the functions being performed by the *Contractor* for the *EEU* are continuously carried out without interruption. In such event, *Contractor* shall use all reasonable efforts to mitigate its expenses and obligations hereunder.

Upon termination of this *Contract*, *VEIC* shall pay the *Contractor*, pursuant to the compensation terms set forth above in the Paragraph 4, for all satisfactory services rendered and eligible fees, costs and expenses prior to the notice of termination and until the actual *Contract* termination date. *VEIC* shall also pay *Contractor* for all reasonable services rendered and costs and expenses incurred by the *Contractor* subsequent to termination, but only for reasonable transition assistance as specifically directed by *VEIC* which could not, by reasonable efforts of the *Contractor*, have been avoided.

Notwithstanding the above, no payments shall be made by *VEIC* to the *Contractor* for eligible fees, costs and expenses prior to the notice of termination or for reasonable transition assistance thereafter unless such expenses are approved for payment to *VEIC* from the *State* under the *Order of Appointment*.

All work product(s), records and data related to *Contract Scope of Work* performed under this *Contract* in the possession of the *Contractor* and its subcontractor(s) shall be made available and turned over to the *VEIC* or its designated representative upon the expiration or termination of the *Contract*, at *VEIC's* request. These transfers shall be accomplished no later than ten (10)

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business days after the date of notification to the *Contractor* to transfer the data and documents. Following a termination of this *Contract*, *Contractor* shall continue to adhere to the confidentiality provisions of this *Contract*.

8. REPORTING REQUIREMENTS

The *Contractor* shall provide progress reports to *VEIC* and any other entity designated by *VEIC* according to the schedule, formats, information and data, and other requirements set forth in and developed pursuant to the *Contract Scope of Work* and in accordance with *VEIC's Order of Appointment*. The *Contractor* shall work cooperatively with *VEIC* and any other entities designated by *VEIC* to develop appropriate formats for the required reports under this *Contract*. The *Contractor* shall also provide information, data and other materials to support, as needed, *VEIC's* ongoing reporting requirements to the *Commission*. All written reports that are to be submitted to any *State* agency must be printed or copied using both sides of the paper.

9. RECORDS AVAILABLE FOR AUDIT AND INSPECTION

The *Contractor* shall maintain all books, documents, payroll papers, accounting records and all other evidence pertaining to this *Contract*, in accordance with Generally Accepted Accounting Principles consistently applied, and make them available at reasonable times during the term of this *Contract* and for three (3) years thereafter for inspection for any reason whatsoever by *VEIC*, the *Commission*, the *DPS,* or any other authorized representative of the *State*, or agents of the federal government. Storage of electronic images of documents shall comply with the requirements of this paragraph. All such records shall also be available for inspection by *VEIC* for purposes of assessing the *Contractor's* performance under this *Contract*; responding to any inquiry by the *Commission*, the *DPS,* or any other authorized representative of the *State*, or agents of the federal government; to provide information pertaining to any pending or ongoing litigation, claim or audit; or in the event that *Contractor* breaches any of the terms of this *Contract*. If any litigation, claim, or audit is commenced before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records has been resolved.

Contractor shall include in its contract(s) a provision that states that its contractor(s)' records related to the *Contract Scope of Work* shall be subject to audit and examination during the term of this *Contract* in accordance with the terms of this paragraph and for a period of three years after final payment under the relevant contract(s). *Contractor* shall comply with any standard format and documentation developed by *VEIC* and the *DPS* to implement the requirements of this Paragraph.

The fact that such inspection or monitoring is undertaken shall in no way relieve the *Contractor* of its obligations to properly perform its duties in accordance with this *Contract* nor from *Contractor's* full responsibility and liability for damages or loss caused by *Contractor*, its subcontractor(s), employees or agents. *Contractor's* obligations under this Paragraph shall be continual and shall not be affected by *VEIC's* acceptance of an invoice from *Contractor*.

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10. DISPUTE RESOLUTION PROCESS

In conjunction with the Director of the Consumer Affairs and Public Information Division at the *DPS*, *VEIC* has developed procedures for addressing and resolving complaints concerning performance of its responsibilities from customers and other interested parties such as electric utilities, subcontractors, trade allies, and participants in the Commercial and Industrial Customer Credit program or Energy Savings Account program. These procedures are defined in *VEIC*'s Service Quality and Reliability Plan filed with the *Commission*. *Contractor* agrees to comply with all aspects of this dispute resolution process, as amended from time to time.

11. MANAGE EEU CUSTOMER-SPECIFIC INFORMATION

VEIC, pursuant to its *Order of Appointment,* has developed and maintains a Confidential Information Management System (CIMS) to provide appropriate protections in the collection, processing, storage and retrieval of information that is customer-specific. *Contractor* and its subcontractor(s) shall strictly observe all aspects of the CIMS.

Contractor will execute the form of Confidentiality Protective Agreement attached as Attachment H upon signing this *Contract*. *Contractor* also agrees to adhere to the provisions of the General Confidentiality Guidelines Memo attached as Attachment G.

In addition, *Contractor's* employees and its subcontractor(s)' employees with access to Confidential Information shall be required to sign a protective agreement containing confidentiality obligations at least as restrictive as those contained in Attachment H and shall be provided a copy of Efficiency Vermont's General Confidentiality Guidelines Memo. To ensure that *VEIC* has a complete accounting of all of *Contractor's* employees and its subcontractor(s)' employees who are required to sign such a protective agreement *Contractor* will provide *VEIC* a list of all of its employees and its subcontractor(s) employees who will require access to Confidential Information in order for the *Contractor* to undertake the *Contract Scope of Work*. This list will be provided to *VEIC* within seven (7) days of the execution of this *Contract*. *Contractor* will provide *VEIC* with any additions or deletions to this list within seven (7) days of such addition or deletion throughout the term of this *Contract*.

Contractor agrees to indemnify *VEIC* for and hold *VEIC* harmless against any claims resulting from the release of any Confidential Information by Contractor's employees, subcontractor(s), or agents.

12. QUALITY ASSURANCE

VEIC and the *Contractor* will develop, maintain and adhere to a set of mutually agreeable quality assurance standards and tracking and monitoring mechanisms, for the implementation of the *Contract Scope of Work*. These quality assurance standards and tracking and monitoring mechanisms must also adhere to the *Order of Appointment*.

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13. INSPECTION OF *WORK*

VEIC, the *Commission*, or any other authorized representative, and the *DPS* shall have the right at all reasonable times, to inspect, monitor, or otherwise evaluate the *Contract Scope of Work*. The *Contractor* shall provide the above entities with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for all relevant purposes including, but not limited to, interviewing employees (including those of its subcontractor(s)) and inspecting and/or copying such books, records, accounts, work papers, equipment and products, and any and all other materials that may be relevant to the *Contract Scope of Work*. *Contractor* shall include in its subcontract(s) a provision that requires that the subcontractor(s)' records, information, equipment, personnel and all relevant materials related to the *Contract Scope of Work* performed under this *Contract* to be subject to inspection during the term of this *Contract*. *Contractor* shall comply with the process and requirements necessary to implement the requirements of this Paragraph as they are developed by *VEIC*, the *DPS*, or any other authorized representative designated by the *Commission*.

The fact that such inspection or monitoring is undertaken shall in no way relieve the *Contractor* from its obligations to properly perform its duties in accordance with this *Contract* nor from *Contractor's* full responsibility and liability for damages or loss caused by *Contractor*, its subcontractor(s), employees or agents.

14. OWNERSHIP OF DATA, RECORDS, AND INTELLECTUAL PROPERTY

a) Data

All data obtained by *Contractor* or any of its subcontractor(s) in the course of performing the duties outlined in this *Contract Scope of Work* shall be the property of the *State* and available to *VEIC* and the *Commission* and their designated representatives for the oversight of this *Contract*.

b) Work Product

All products of the *Contractor's* and its subcontractor(s) including logos, trademarks, service marks, data, communications and records originated, developed or prepared by the *Contractor* or its subcontractor(s), or jointly by the *Contractor*, subcontractor(s), and *VEIC*, the *Commission* or their agents pursuant to this *Contract*, including but not limited to papers, outlines, drawings, sketches, art work, plans, photographs, specifications, estimates, reports, charts, surveys, survey results, and spreadsheets and other similar documentation, and any *Contract Scope of Work* product determined by *VEIC* or the *Commission* to be necessary to the success of the programs approved for implementation by the *EEU* shall be delivered to and shall become the exclusive property of the *State* and may be copyrighted by the *State*. The preceding sentence shall not apply to customized software or administrative communications between *VEIC* and the *Contractor*, or administrative communications between *the Contractor* and its subcontractor(s), and attorney-client communications between the *Contractor* and its

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attorneys. All customized software, computer databases, and applications will be considered work for hire by *VEIC* and all rights and ownership of such products shall be *VEIC's*. *Contractor* and its subcontractor(s) may not copyright or resell any of the above *Contract Scope of Work* product.

c) Equipment and Materials Provided by or for Use by *VEIC* or the *State*

All property, equipment or materials purchased directly by the *VEIC* or the *State*, or furnished to the *Contractor* by *VEIC* or the *State*, under this *Contract*, is provided on a loan basis only and remains the sole property of either *VEIC* or the *State* as applicable. Property or equipment purchased by *Contractor* to perform this *Contract* shall be the sole property of the *Contractor* unless specified otherwise in this *Contract*.

Contractor agrees that all products used to perform this *Contract*, including computer software, hardware and program products must be currently manufactured and available for general sale, lease or license on the date of consummation of or during the term of this *Contract*. The intent of this paragraph is to ensure that all products, including computer software, necessary for the successful operation of the *EEU* are available (via sale, lease or license) to any subsequent appointee or contractor who assumes any of the duties of the *EEU*.

In addition, during the term of this *Contract*, *VEIC* or the *State* reserves the right to use any of the equipment purchased and/or materials or programs developed by the *Contractor* or any of its subcontractor(s) to perform this *Contract*, excluding equipment and/or material in the possession of the *Contractor* or any of its subcontractor(s) prior to the execution of this *Contract*, and also excluding equipment, materials or programs purchased by the *Contractor* that *Contractor* uses jointly in connection with the *Contract Scope of Work* and with *Contractor's* other activities.

d) Research Reports or Similar Publications

Prior written approval by *VEIC* is required in order for the *Contractor* to prepare or present any research report, conference presentation, journal paper or similar other publication that identifies the *EEU* or relies on data acquired from the *Contractor's* or its subcontractor(s)' performance of this *Contract*. If *VEIC* does provide its approval, *VEIC* shall review and approve, prior to public release, any such research report or similar publication.

e) Paragraph 14 Survives Expiration or Termination of This *Contract*

The terms of Paragraph 14 shall continue in effect after the expiration or termination of this *Contract*.

15. <u>CONFLICT-OF-INTEREST PROVISION</u>

Contractor and its subcontractor(s) may engage in business activities other than those described directly below, as long as these activities do not create a conflict of interest with the performance of the *Contract Scope of Work*. *Contractor* also affirms that it, its applicable employees and subcontractor(s) shall promptly and fully inform *VEIC* in writing of any

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business activities and/or relationships which any person, fully acquainted with the circumstances, might reasonably conclude could unfairly disadvantage another party, and agree that they shall abide by *VEIC's* or the *Commission's* reasonable determination as to whether such activities or relationships are prohibited by the terms of this Paragraph.

Contractor affirms that neither it, nor any of its applicable personnel or subcontractor(s), have or presently expect any beneficial, contractual or business relationship with the *Fiscal Agent* that will be directly affected by the *Contractor's* performance of the *Contract Scope of Work*. *Contractor* further affirms that it and its applicable personnel and subcontractor(s) shall not develop, pursue, or confirm any such beneficial, contractual, or business relationships with the *Fiscal Agent* throughout the term of this *Contract*, and for six (6) months thereafter.

The *Contractor* may perform work for distribution utilities, the *DPS*, or other parties that appear in proceedings before the *Commission* as long as such work does not create a conflict of interest with the Order of Appointment and is in compliance with the terms of Paragraph 33 of this *Contract*. The *Contractor* shall disclose in writing to *VEIC*, on an on-going basis throughout the term of this *Contract* any contracts it enters into with any distribution utilities, the *DPS*, or other entities that appear in proceedings before the *Commission*.

16. LEGISLATIVE TESTIMONY

In order to prevent confusion regarding whether legislative testimony is being presented on behalf of the *EEU* or on behalf of *Contractor*, the parties agree to the following guidelines:

- The *Contractor* shall not provide legislative testimony on any subject that pertains to the work of the *EEU* without the prior written approval of *VEIC*. If the *Contractor* does, based on such written approval from *VEIC*, provide legislative testimony in its capacity as a *Contractor* to the *EEU*, it shall allow *VEIC* to review and comment on such testimony prior to presenting or submitting such testimony. In addition, *Contractor* shall provide *VEIC* with a copy of any written materials specifically developed for, and handed out at, any appearance.
- Any person testifying at the legislature on behalf of the *Contractor* or the *EEU* shall state on the record at the beginning of his/her testimony which entity he/she is representing.
- Any person testifying at the legislature on behalf of the *Contractor* or the *EEU* shall not provide testimony that would, in the reasonable judgment of *VEIC*, diminish the *Contractor's* effectiveness in providing support under this *Contract* or diminish legislative support for the *EEU*.

17. APPEARANCE IN *COMMISSION* PROCEEDINGS

The *Contractor* may not intervene or participate in any form whatsoever in any *Commission* proceedings that directly relate to the *EEU's* operation without prior written approval of *VEIC*.. With the prior written permission of *VEIC*, the *Contractor* may participate as the *Contractor*, or

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provide expert testimony as the *Contractor* on behalf of other parties, in *Commission* proceedings not directly related to the *EEU's* operation.

18. PERFORMANCE CONTRACTING

If the *Contractor* or any of its subcontractors advises an *EEU* customer to use performance contracting and the *Contractor* or its subcontractor desires to bid for that contract, the *Contractor* or its subcontractor shall notify *VEIC* in advance of submitting a bid. *VEIC* may contact the customer and/or use other mechanisms to ensure that the *Contractor*'s or its subcontractor's relationship with the *EEU* does not give either of them an unfair advantage in the bidding process.

19. RETAIL SALES RESTRICTION

Contractor agrees not to sell electric energy at retail in the *State* prior to the expiration or termination of this *Contract* nor for a period of one year thereafter. *Contractor* also agrees that it:

- shall not disclose non-public Vermont market information to any of its affiliates which, during the term of this *Contract* and for a period of one year thereafter, is engaged in selling, or may sell electric energy at retail in the *State* ("Competitive Affiliate"); and
- shall not utilize any employee of such Competitive Affiliate to perform services under this *Contract*.

The *Contractor* shall require its subcontractor(s) to agree in writing to the provisions of this Paragraph.

20. USE OF *EEU*'S NAME

The *EEU*'s official name shall be "Efficiency Vermont" or such other name as the *Commission* may approve after consultation with *VEIC*. This is the name that shall appear on all *EEU* marketing materials. The *Contractor* and its subcontractor(s) shall use only the official name of the *EEU* when providing *EEU* services and making public representations on behalf of the *EEU*. The name(s) of the *Contractor's* firm, its subcontractor(s)' firm, or their affiliate(s)' firms shall not appear on any *EEU* marketing materials or other *EEU* documents provided to Vermont ratepayers, trade allies, or *Market Actors*.

The *Contractor* or its subcontractor(s) may use the official *EEU* name for *EEU* purposes only, except that the *Contractor* will not be precluded from including its work with the *EEU* in its individual companies' project lists, or from describing its work with the *EEU* to other potential employers. The preceding paragraph is intended to prevent confusion among Vermont ratepayers and trade allies: the *EEU* shall have one name and one identity that will be the only name and identity used by individuals and firms when they are providing *EEU* products and services.

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21. INSURANCE

Before commencing *Work* on this *Contract*, the *Contractor* shall provide Certificates of Insurance to show that the following minimum coverages are in effect. Certificates shall be emailed to Efficiency Vermont at EVTinsurance@efficiencyvermont.com. Where applicable 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*.

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

General Liability and Property Insurance: With respect to all operations performed under this *Contract*, the *Contractor* shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations
Independent Contractors' Protective
Products and Completed Operations (where appropriate)
Personal Injury Liability
Contractual Liability.

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Products Aggregate (where appropriate)
$50,000 Fire Legal Liability.

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 not be less than $1,000,000 combined single limit or the amount required by any applicable state law, whichever is greater.

Employer's Liability Insurance**:** The Contractor shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

Crime Insurance (3rd Party Indemnity): The Contractor shall provide a 3rd Party Crime Policy to cover the dishonest acts of the Contractor's employees which result in a loss to VEIC. The policy shall provide a limit of $1,000,000 per occurrence.

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Cyber Liability Insurance: The Contractor shall provide Cyber Liability Insurance, with limits not less than $**2,000,000** per occurrence or claim and $**2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Umbrella or Excess Liability Insurance**:** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $3,000,000 per occurrence. All liability coverage must be scheduled under the umbrella and the combined limits of the above required policies should be no less than $3,000,000 aggregate. However, for contracts under $100,000, the Contractor may instead provide evidence satisfactory to VEIC with respect to the services performed that it carries $1,000,000 in Umbrella and Liability Insurance.

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*.

22. INDEPENDENT CONTRACTOR

For the purposes hereof, the *Contractor* is an independent contractor, and shall not be deemed to be an employee or agent of *VEIC,* the *State* or the *Commission*. Except as specifically provided herein, neither party, nor their employees, agents, or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. The *Contractor* shall pay any and all taxes and fees on it imposed by any government under this *Contract*.

23. ASSIGNMENT OR SUBLET OF *SUBCONTRACT*

Contractor may not assign or sublet any performance of the *Contract Scope of Work* without the prior written approval of *VEIC.* Such approval will not be unreasonably withheld. *VEIC* reserves the right to reject any substitution of *Contractor's* key personnel.

The performance of the *Contract Scope of Work* shall be the sole responsibility of and under the sole control, management, and supervision of the *Contractor*. The *Contractor* shall be responsible for all matters involving any of its subcontractors engaged under this *Contract*, including contract compliance, performance and dispute resolution between itself and its subcontractor(s). *Contractor* shall be responsible for all actions of its subcontractor(s) and all payments to its subcontractor(s). Failure of its subcontractor(s) to perform for any reason does not relieve *Contractor* of responsibility for the competent and timely performance of the *Contract Scope of Work*. *VEIC* shall have no responsibility for *Contractor's* subcontractor(s)'

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compliance, performance, or dispute resolution hereunder. *Contractor* shall include in all its subcontract agreement(s) a tax certification in a form that is substantially identical to that required for *Contractor* by Paragraph 30 of this *Contract* as well as all other notices to and requirements of its subcontractor(s) required by this *Contract*.

24. INDEMNIFICATION

The *Contractor* shall indemnify, defend and hold harmless *VEIC* and the *State* and their respective officers and employees from and against any liability and any claims, suits, judgments, and damages arising as a result in whole or in part from any of the *Contractor's*, its employees' or its subcontractors' acts and/or omissions in the performance of this *Contract*.

25. NOTIFICATIONS REQUIRED UNDER THIS *CONTRACT*

Correspondence and transmittals of formal notifications, requests, reports or other documents concerning this *Contract*, to be effective, shall be addressed to the respective persons as follows:

Efficiency Vermont	Peter Walke Managing Director Efficiency Vermont 20 Winooski Falls Way, 5th Floor Winooski, VT 05404 802-658-6060 Fax 802-658-1643 Email contractnotices.evt@efficiencyvermont.com; copy to legalnotices@efficiencyvermont.com
Contractor	**[Fill in contractor main contact, name of contractor organization, mailing address, phone and fax number AND E-MAIL ADDRESS]**

VEIC and the *Contractor* may change their contact person, address or telephone numbers at any time upon written notice to the other party.

26. REPRESENTATIONS AND WARRANTIES

The *Contractor* represents and warrants that it is in the business of providing the *Contract Scope of Work* and that it shall perform the *Contract Scope of Work*:

- in accordance with generally accepted best industry principles and practices; and

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- in a manner consistent with that level of care normally exercised by members of its profession undertaking services of the sort described herein.
- as to any products delivered by *Contractor* under this *Contract*, they shall be free from defects in materials and workmanship and shall be of merchantable quality.

27. PERMITS, LAWS, REGULATIONS AND PUBLIC ORDINANCES

Contractor shall secure and pay for all permits and licenses required to perform the *Contract Scope of Work*, shall comply with all applicable federal, state and local laws, regulations, and ordinances governing the performance of the *Contract Scope of Work*, and shall indemnify, defend, and save *VEIC* and the *State* harmless from any and all liability, fine, damage, cost and expense arising from *Contractor's* failure to do so.

28. SETTLEMENT OF DISPUTES

Any disputes or differences arising out of this *Contract* which 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. Each party to the arbitration shall fully bear their own costs. The costs of the arbitrator shall be borne equally.

29. NO EMPLOYEE BENEFITS FOR *CONTRACTOR*

The *Contractor* understands that neither *VEIC* nor the *State* will provide *Contractor* or *Contractor's* employees or subcontractors with any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, Workers' Compensation or other benefits or services available to *VEIC* employees, nor will *VEIC* withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of this *Contract*. The *Contractor* understands that all tax returns required by the Internal Revenue Code and any state, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the *Contractor.*

30. TAXES DUE TO THE *STATE*

Contractor understands and acknowledges responsibility, if applicable, for compliance with all *State* tax laws, including income tax withholding for employees performing services within the *State*, payment of use tax on property used within the *State*, and corporate and/or personal income tax on income earned within the *State*.

Contractor certifies under the pains and penalties of perjury that, as of the date this *Contract* is signed, the *Contractor* is in good standing with respect to, or in full compliance with a plan to pay any and all taxes due the *State*.

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31. SUSPENSION OF PAYMENT TO *CONTRACTOR*

In addition to other remedies, *VEIC* reserves the right to suspend all payments to *Contractor* if required reports are not provided to *VEIC* or its designated representatives on a timely basis; if there are continuing deficiencies in *Contractor*'s reporting, record keeping or invoicing responsibilities and requirements; or if the performance of the *Contract Scope of Work* is not adequately evidenced.

32. NO GIFTS OR GRATUITIES

Contractor, its employees, agents or subcontractor(s) shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of *VEIC*, the *State*, or the *Fiscal Agent* during the term of this *Contract*.

33. CONFIDENTIALITY

Contractor acknowledges that *VEIC* shall or may in reliance on this agreement provide *Contractor* access to trade secrets, customer-specific information, competitively sensitive information, aggregated data, and other confidential data and good will. *Contractor* agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. *Contractor* also agrees to abide by the other provisions regarding confidentiality contained herein and any other confidentiality related guidelines or directives that *VEIC* may promulgate from time to time. *VEIC* shall have the right to enforce this provision through judicial action, including injunctive relief.

Notice of Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing. Federal law requires *VEIC* to notify *Contractor* that there are a few limited situations in which *Contractor* will not be liable for the confidential disclosure of a trade secret to the government or in a court filing. First, an individual shall not be criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Second, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

This confidentiality agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

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

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34. FAIR EMPLOYMENT PRACTICES AND AMERICAN DISABILITIES ACT

Contractor shall comply with the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. *Contractor* shall also ensure, to the full extent required by the Americans With Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the *Contractor* under this *Contract*. *Contractor* further agrees to include this provision in all of its subcontracts.

35. FORCE MAJEURE

Either party's performance of any part of this *Contract* shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of the non-performing party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

36. SEVERABILITY

If any provision of this *Contract* shall be adjudged to be invalid, then that provision shall be deemed null and void and severable from the remaining provisions, shall in no way affect the validity of this *Contract*, and the remaining provisions shall be integrated so as to give the greatest effect thereto.

37. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by *VEIC*, the terms and conditions of this *Contract* shall survive the performance period and shall continue in full force and effect until the *Contractor* has completed and is in compliance with all of the requirements hereof. Any confidentiality requirements set forth in or developed pursuant to this *Contract* shall continue after the expiration or termination of this *Contract* in perpetuity.

38. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

39. APPLICABLE LAW

This *Contract* shall be governed by the laws of the *State* of Vermont.

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40. AMENDMENT

No changes, modifications, amendments or extensions in the terms and conditions of this *Contract* shall be effective unless reduced to writing and signed by the duly authorized representatives of *VEIC* and the *Contractor*.

41. POLITICAL ACTIVITY

Whenever the *Contractor* is representing themselves as and/or conducting work for *VEIC* under this *Contract* the *Contractor* agrees to strictly adhere to *VEIC's* policy on political activity as detailed in Attachment D.

42. ENTIRE AGREEMENT

This *Contract* with the following Attachments represents the entire agreement between the parties relating to the subject hereof. All prior agreements, representations, statements, negotiations, and understandings are merged herein and shall have no effect. This *Contract* consists of the following documents listed in order of precedence from highest to lowest:

Main Body of the *Contract*
Attachment A: *Contract Scope of Work*
Attachment B: Standard Billing Rates
Attachment C: Reimbursable Expenses Schedule
Attachment D: *VEIC* Policy on Political Activity
Attachment E: *VEIC* Policy 1020 Provision of Mailing Lists
Attachment F: *VEIC* Policy 1045 Release of Customer-Specific Information
Attachment G: Confidentiality Memorandum
Attachment H: Confidentiality Protective Agreement

[list any other Attachments to Contract here]

The above Attachments are hereby incorporated into this *Contract* and made a part hereof for all purposes. If there is any conflict between the terms of these documents, the order of precedence indicated above shall be controlling.

43. CAPACITY CREDITS/ENVIRONMENTAL CREDITS

The *Contractor* agrees that *VEIC* holds the sole rights to any electric system capacity credits and/or environmental credits associated with the energy efficiency measures for which incentives have been received.

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44. <u>ACCEPTANCE OF *CONTRACT*</u>

This *Contract* will become effective when signed by both parties. Transmittal of signatures by facsimile, internet or other means is as valid for all purposes as the delivery of signed original documents.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

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ACKNOWLEDGMENT OF ARBITRATION

Each of Contractor and VEIC understands that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

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

FOR *CONTRACTOR*	**FOR *VEIC***
_____	_____
Signature	**Signature**
_____	_____
Printed Name	**Printed Name**
_____	_____
Title	**Title**
_____	_____
Date	**Date**
_____	
FED ID #	

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ATTACHMENT A: *STANDARD CONTRACT SCOPE OF WORK*

Customer(s) Served: Name of Contractor:
Project Cost Code: Contract Manager:

At the direction of *VEIC's* Contract Manager, *Contractor* shall provide the following services:

- Tasks:

- Deliverables and Work Products

- Schedule with Milestones (Include Final Completion Date)

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ATTACHMENT B: STANDARD BILLING RATES

Please select the appropriate language:

Time and Materials:

In performing the *Contract Scope of Work*, Labor will be provided by and paid for at the following rates:

Insert Name or Title (e.g. Lisa Judge or Contract Coordinator) $XXXX/hour
Insert Name or Title $XXXX/hour

Notwithstanding the above, the total not-to-exceed amount to be paid to *Contractor* for labor services under this *Contract* is $XXXXX (Insert Amount) plus/including any reimbursable expenses authorized in Attachment C.

Fixed Fee:

In performing the *Contract Scope of Work*, *Contractor* will be paid a Firm Fixed Fee amount of $XXXX (Insert Amount), plus/including any reimbursable expenses authorized in Attachment C.

Combination: T&M plus Fixed Fee

In performing the *Contract Scope of Work*, services will be paid either on Firm Fixed Fee Basis or on a Time and Materials Basis as follows:

Task	Description of Services	Compensation	Amount
Task 1	Project Kick-off	Fixed Fee	$XXX
Task 2	Develop a Report	Time and Materials	Jane Doe $XXX/hour John Doe $XXX/hour, subject to a NTE for this Task of $XXXX including/plus reimbursable expenses authorized in Attachment C.
Task 3	Present finding to EVT project staff	Fixed Fee	$XXXX
Total Not-To-Exceed for Contract			**$XXXXX**

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Per-Unit Pricing:

Subject to an overall Not-To-Exceed amount of $XXXXX, *Contractor* will be paid the following fees for performing the *Contract Scope of Work*:

ITEM	Unit Description	Unit Price	Quantity	Total $
		$		$
		$		$
		$		$
Total				**$XXXXX**

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ATTACHMENT C: REIMBURSABLE EXPENSES SCHEDULE

Please select one of the following:

Option #1: Reimbursable expenses are not authorized under this *Contract*.

Option #2: The following reimbursable expenses are authorized under this *Contract* subject to a total not-to-exceed amount of $XXXX (Insert Amount).

[Please select one or more of the following:]

Mileage (current IRS approved rate);
Parking;
Rental car;
Lodging expenses;
Airfare;
Meals;
Registration fees;
Photocopying.

Option #3: Reimbursable Expenses pre-approved in writing by *VEIC's* Contract Manager, subject to a total not-to-exceed amount of $XXXX (Insert Amount).

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ATTACHMENT D:

VEIC **POLICY ON POLITICAL ACTIVITY**

It is imperative that all *VEIC* employees clearly understand and abide by the limitations and prohibitions against using *VEIC* resources to conduct political activity. These restrictions also apply to contractors and members of the *VEIC* Board of Directors at the time they are representing themselves as and/or conducting work for *VEIC*.

VEIC is a non-profit organization that has been granted tax-exempt status by the federal government under Section 501(c)(3) of the Internal Revenue Code. That status comes with rules that strictly prohibit *VEIC* employees, Board members and contractors from engaging in any of the following political activities:

- supporting or endorsing any candidate for political office;
- opposing any candidate for public office;
- publishing or distributing campaign literature or statements on behalf of or in opposition to any candidate for public office; and
- using the signature, letterhead, or return envelopes of any candidate for public office in conjunction with any fundraising or service solicitation(s) on behalf of *VEIC*, particularly if the recipient of the mailing could reasonably infer that the solicitation represents a cooperative effort between the candidate and *VEIC*.

In addition, *VEIC* employees, Board members and contractors are prohibited from engaging in other campaign-related activity, even if not directed toward a specific candidate, including the following:

- hosting or sponsoring candidates' debates or forums, unless very specific guidelines for the invitation and participation of candidates are followed;
- holding a public *VEIC* event to which candidate(s) for public office are invited, unless it is stated explicitly that *VEIC* neither supports nor opposes any person's candidacy. However, *VEIC* may invite a candidate to appear at a public event for reasons unrelated to the person's candidacy, such as because the candidate has a particular expertise, or holds a particular public office. In such a case, *VEIC* must avoid any and all references to either the election or the individual's candidacy.;
- attempting to influence legislation;

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- forwarding *VEIC* or other general energy efficiency educational materials to some candidates in a race for office and not to others or undertaking additional efforts when responding to a candidate's inquiries concerning *VEIC's* position's on public policy issues. *VEIC* may send its pre-existing educational materials to candidates, campaigns or political parties, unsolicited, in order to educate the candidates or parties about *VEIC's* views and activities only if such materials are sent to all candidates in a race. *VEIC* may respond to candidates' inquires with available educational materials, but may not undertake any special work or research to respond to such requests because this would be seen by the I.R.S. as providing services to the campaign.;

- publishing or distributing the voting records of incumbent candidates unless strict nonpartisan guidelines are followed;

- requesting a candidate to pledge her or his support of a *VEIC* position if she or he is elected;

- conducting voter registration or "Get Out The Vote" drives unless carried out in the context of addressing a wide variety of general, unrelated issues;

- undertaking any activity or disseminating any information that exhibits, either implicitly or explicitly, a preference by *VEIC* for or against a particular candidate or political party.

Employees may engage in political activities only as private citizens and may not do so on behalf of *VEIC* or in any capacity as a representative of *VEIC*. An employee may not indicate that he or she represents VEIC or its views while taking part in any political campaign. Any participation in political activities must be conducted on an employee's own time and without use of any VEIC facilities, equipment or resources. Accordingly, employees are prohibited from:

- working for any political campaign during employee's *VEIC* work hours or on *VEIC* office premises;

- using *VEIC* letterhead, stationery, envelopes, office supplies, logo, or any other *VEIC* materials in connection with a political campaign;

- using *VEIC*'s photocopiers, postage meter, computer hardware or software, office space, or any other *VEIC* equipment in connection with any political campaign, even if *VEIC* would be reimbursed by the campaign. This prohibition means that employees may not:

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- use *VEIC* telephones, fax machines or e-mails for outgoing messages in conjunction with a political campaign that contain material in opposition or in support of a candidate;

- use a *VEIC* computer to forward any incoming political e-mails to other *VEIC* employees or to e-mail addresses outside of *VEIC*'s system;

- subscribe via *VEIC*'s e-mail system to any e-mail list services that automatically sends e-mails in support of or in opposition to a particular candidate.

- selling, loaning, or providing *VEIC*'s customer, donor, or other mailing lists to any candidate for political office; and

- utilizing *VEIC*'s mailing list(s) or e-mail lists to distribute any campaign-related literature.

Failure to adhere to this policy may result in termination of contracts and employee disciplinary action including termination of employment.

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ATTACHMENT E: *VEIC* POLICY 1020 PROVIDING MAILING LISTS BASED ON ENERGY EFFICIENCY UTILITY (EEU) TRACKING SYSTEM DATA

Policy Statement

Vermont Energy Investment Corporation (VEIC) currently provides services as an Energy Efficiency Utility (EEU) through three separate publicly funded programs: Efficiency Vermont, Efficiency Smart, and the District of Columbia Sustainable Energy Utility. In the course of providing these efficiency services, as well as any similar EEU services in the future, VEIC compiles customer tracking system data.

The EEU data tracking system shall not be used for the purpose of providing mailing lists, including electronic mailing lists, for non-EEU purposes. The EEU Director may make exceptions to this policy.

It should be noted that this policy includes Vermont Energy Investment Corporation (VEIC) when it is acting as an energy service provider either inside or outside of Vermont. It should also be noted that there is a separate policy on the Release of Customer-Specific Information for Non-Energy Efficiency Utility (EEU) Purposes (Policy #1045).

Need

Periodic requests have been received from various entities for access to address lists based on the EEU data tracking system. Vermont Energy Investment Corporation needs to have a consistent policy for timely response to these requests.

Background

All Vermont Energy Investment Corporation staff and contractors have a signed an agreement regarding the handling of confidential information that prohibits providing customer-specific information to any party for non-EEU purposes (see "General Confidentiality Guidelines" at G:\Efficiency Utility\Confidentiality\CIMS General Confidentiality Guidelines Memo.pdf). Under these confidentiality guidelines, we have agreed to "access, use, or disclose Confidential Information only for the purposes of implementing EEU energy efficiency services."

Application Examples

Individuals and entities have made inquiries in the past regarding the provision of mailing lists to promote non-EEU conferences or events, to provide information to, or to market products or services to groups of customers or businesses that are identified in the EEU data tracking system. In general, our contractual confidentiality guidelines prohibit such non-EEU uses of tracking system information. There may be some limited situations where providing such information to

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outside parties may be deemed to be for "EEU purposes." These exceptions to this policy shall only be made by the EEU Director.

Audience: Who Needs to Understand the Policy?

- The Confidential Information Systems (CIMS) Coordinator
- All staff and contractors with access to customer information covered by the CIMS

Implementation Plan

By whom (and when) are noted in bold following each implementation step.

This Policy shall be distributed to:

- All affected staff **(by Human Resources Generalist at time of hire as part of new staff orientation and ongoing annually through key policy training).**

- Contractors **(by Vermont Energy Investment Corporation (VEIC) staff member who is responsible for obtaining contractor's signature on the contract at time of contract execution).**

This revised policy shall be communicated to all existing staff, by the CIMS Coordinator (within 30 days of approval by Executive Leadership Team).

Senior Management Team approval date:	January 17, 2006
Effective date	February 1, 2006
Revision date	October 23, 2012
Revised Policy Executive Leadership Team Approval Date	November 30, 2012

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ATTACHMENT F: *VEIC* POLICY 1045: POLICY ON RELEASE OF CUSTOMER SPECIFIC INFORMATION FOR NON-ENERGY EFFICIENCY UTILITY (EEU) PURPOSES

Policy Statement

Vermont Energy Investment Corporation (VEIC) currently provides services as an Energy Efficiency Utility (EEU) through three separate publicly funded programs: Efficiency Vermont, Efficiency Smart, and the District of Columbia Sustainable Energy Utility. In the course of providing these efficiency services, as well as any similar EEU services in the future, VEIC has access to certain customer-specific information that VEIC is obligated to keep confidential. Any customer-specific information obtained in the course of EEU operations may only be provided for purposes outside of that EEU's operations when there is a specific written request from the customer. This request shall be signed by the customer and shall specifically include:

- The date of the request
- The scope of customer information that is authorized to be provided
- The name and contact information of the party to whom it is to be provided

All such requests shall be provided to the Confidential Information Management System (CIMS) Coordinator prior to the provision of such information. The CIMS Coordinator shall keep copies of all such requests.

This policy includes the provision of customer-specific information to VEIC when it is acting as an energy service provider outside of its EEU role. It should also be noted that there is a separate policy on use of the EEU tracking system data (Policy #1020).

Any exception to this policy needs to have approval from the CIMS Coordinator

Need

There may be times when a customer wishes VEIC as their EEU to provide their customer-specific information to a third party for the benefit or convenience of the customer. Consistent with our goals of customer service and efficiency, we would want to respond positively to such customer requests, but need to assure that the confidentiality of customer information is adequately protected.

Background

All VEIC staff and contractors have a signed an agreement regarding the handling of confidential information that prohibits providing customer-specific information to any party for non-EEU purposes (see "General Confidentiality Guidelines" at G:\Efficiency Utility\Confidentiality\CIMS General Confidentiality Guidelines Memo.pdf). Under these

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confidentiality guidelines, we have agreed to "access, use, or disclose Confidential Information only for the purposes of implementing" EEU services.

Application Examples

A customer may request their EEU to provide electric consumption history or prior audit results to an energy service provider who is working for them outside any work on an EEU project. The EEU may have such information readily available from prior work with the customer and having the EEU provide this information to the energy service provider may be useful, as well as far more convenient and efficient for the customer. As a matter of customer service, we can honor such requests, but only in response to a specific, written request.

Audience: Who Needs to Understand the Policy?

- **The Confidential Information Systems (CIMS) Coordinator**
- **All staff and contractors with access to customer information covered by the CIMS who may be in communication with customers**

Implementation Plan

By whom (and when) are noted in bold following each implementation step.

This Policy shall be distributed to:

- All affected staff **(by HR Generalist at time of hire as part of new staff orientation and ongoing annually through key policy training).**
- Contractors **(by VEIC staff member who is responsible for obtaining contractor's signature on the contract at time of contract execution).**

This revised policy shall be communicated to all existing staff, by the CIMS Coordinator **(within 30 days of approval by Executive Leadership Team).**

Senior Management Team approval date:	January 17, 2006
Effective date	January 30, 2006
Revision date	October 22, 2012
Revised Policy Executive Leadership Team Approval Date	November 30, 2012

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ATTACHMENT G: GENERAL CONFIDENTIALITY GUIDELINES MEMO

To: Individuals handling confidential data
From: CIMS Coordinator
Date: January 11, 2018
RE: EFFICIENCY VERMONT CONFIDENTIAL INFORMATION

By the authorization provided in 30 V.S.A § 209(d)(5), the Vermont Public Utility Commission ("Commission") issued an Order of Appointment to Vermont Energy Investment Corporation ("VEIC") to operate Efficiency Vermont, a statewide Energy Efficiency Utility. VEIC is required to have access to electric utility customer information in order to carry out its responsibilities as a statewide EEU and to strictly protect that information and certain information developed in the course of implementing the EEU from unauthorized disclosure. In order to do so, VEIC has established a Confidential Information Management System ("CIMS") to ensure that there are appropriate protections in the collection, processing, storage and retrieval of Efficiency Vermont Confidential Information by VEIC, its Contractors and other authorized individuals and entities.

The basic underlying principles of the CIMS is to ensure that Efficiency Vermont Confidential Information is only used by VEIC, its Contractors and other authorized individuals or entities for the purpose of implementing Efficiency Vermont energy efficiency services. Thus, no Confidential Information should be made available to the public or provided to individuals or entities who will not be using the Confidential Information for Efficiency Vermont purposes unless authorized in writing by the customer.

This memo provides procedures and guidelines for the handling of Efficiency Vermont Confidential Information.

CONFIDENTIAL INFORMATION

For purposes of the CIMS, "Confidential Information" is defined as any information which identifies a specific customer by name, address or email address, phone number, utility account number, utility data, or any Efficiency Vermont project information that is specific to an individual customer, including but not limited to sub-metering data, project costs, saving estimates, incentive amounts, or specific energy efficiency measures or manufacturing attributes. Efficiency Vermont may release a customer's name or other customer-specific information with the customer's consent or when the customer's information is sufficiently anonymized or aggregated. However, if it is possible to trace or distinguish the customer from a collection of aggregated data, then such aggregated data shall be considered Confidential Information. For example, if a collection of data for a town aggregated by customer class allowed an individual to determine Confidential

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Information about a specific customer because there was clearly only one customer in a particular class, then that customer-class data should be treated as Confidential Information.

Confidential Information is not restricted in format and may include any information that meets the above definition whether disclosed orally, in writing or by inspection of tangible objects. By way of example and not limitation, this may include written or printed documents, electronic data on computer disks, tapes, or any other medium, drawings, schematics, or any other tangible item. Once it has been determined that information is Confidential Information, it is subject to the procedures detailed in this CIMS.

THE CIMS COORDINATOR

VEIC has established the position of the "CIMS Coordinator" to maintain the adequacy of current procedures and guidelines to ensure that the regulatory obligations with respect to the handling of Confidential Information are met.

Specifically the CIMS Coordinator is responsible for:

1. Supporting Efficiency Vermont management in establishing procedures to ensure that there are appropriate protections in the collection, processing, storage and retrieval of Efficiency Vermont Confidential Information;

2. Determining whether or not data or any particular item of information is or is not Confidential Information as defined above;

3. Conducting investigations into any alleged compromises, incidents and / or problems regarding Confidential Information and reporting the results of such investigations to the managers or director of Efficiency Vermont;

4. If the results of such investigations determine that Confidential Information was actually improperly released, the CIMS Coordinator shall immediately notify the Vermont Department of Public Service's ("Department") Chief of Consumer Affairs & Public Information (or other person as may be designated by the Department). All prudent steps will be taken to (a) retrieve such Confidential Information from the unauthorized receiving party and (b) ensure that no further Confidential Information is improperly disclosed. In addition, the CIMS Coordinator shall be responsible to inform VEIC management if a security breach has occurred so that VEIC can provide such notice as may be required under the Security Breach Notice Act, 9 V.S.A. §§ 2430 *et. seq.,* including notice to customers of the release of their "personally identifiable information" as defined under 9 V.S.A. §§ 2430(5) as the same may be updated or superseded from time to time;

5. Ensuring that all VEIC employees hired for the purpose of carrying out Efficiency Vermont's statewide responsibilities ("EVT staff") are provided with adequate training such that they fully understand the CIMS procedures and guidelines;

6. Revising or modifying CIMS procedures as deemed necessary to ensure the continued

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safeguarding of Confidential Information. The CIMS Coordinator shall gain approval of the Efficiency Vermont Director prior to implementing any CIMS modifications. The CIMS Coordinator will inform the Department's Chief of Consumer Affairs & Public Information (or other person as may be designated by the Department) of the changes; and

7. Ensuring that all Efficiency Vermont staff are provided with training on CIMS modifications and as needed refresher training regarding the operation of CIMS.

MANGAGEMENT OF CONFIDENTIAL INFORMATION

As outlined in Efficiency Vermont's CIMS Plan, any recipient of Confidential Information shall be responsible for ensuring that:

a) Access to Confidential Information is restricted in accordance with the requirements of the CIMS;

b) Recipient has been provided adequate training such that they fully understand the terms and conditions contained herein;

c) All paper copies of Confidential Information are securely stored and when disposed of shall first be shredded;

d) Visitors to recipient's office are not allowed access to any Confidential Information unless they are specifically authorized in accordance with the CIMS;

e) Portable, laptop, notebook, personal data assistants, tablet computers, smart phones and other transportable computers containing Confidential Information are not be left unsecured at any time; and

f) If Confidential Information is stored electronically, the following minimum password provisions shall apply for access to such Confidential Information:

i. Users shall choose passwords that are difficult to guess;

ii. Passwords must be nine characters in length or greater;

iii. Passwords must contain any two of the following: alpha, numeric, capitalization, characters.

iv. Passwords must not be a dictionary word or include personal names;

v. Passwords must not be written down or left in a place where unauthorized persons might discover them;

vi. Under no circumstances, shall users share or reveal their passwords to anyone at all; and

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vii. Passwords and credentials that grant access to Confidential Information must not be used as credentials for personal accounts.

NOTICE

Recipient shall notify VEIC's CIMS Coordinator (cimscoordinator@veic.org) immediately upon:

a) Discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of CIMS by the recipient or his/her assigns, employees, consultants, affiliates or related parties; or

b) Discovery that a system or network security has been compromised, or there is a substantial reason to believe that it may have been compromised.

With respect to any such event Recipient shall cooperate with VEIC, the Department and the Commission in every reasonable way to help regain possession of any improperly disclosed or accessed Confidential Information and prevent its further unauthorized use or disclosure.

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ATTACHMENT H: CONFIDENTIALITY PROTECTIVE AGREEMENT

This PROTECTIVE AGREEMENT is made by and between the Vermont Energy Investment Corporation ("VEIC") and _____ (the "Recipient"), effective as of _____ [DATE].

WHEREAS, on February 12, 2016, the Vermont Public Utility Commission (the "Commission") issued an Order of Appointment to VEIC in Docket No. 8455 to operate Efficiency Vermont, a statewide Energy Efficiency Utility ("EEU");

WHEREAS, VEIC is required to have access to electric utility customer information in order to carry out its responsibilities as a statewide EEU and to strictly protect that information and certain information developed in the course of implementing the EEU from unauthorized disclosure; and

WHEREAS, VEIC maintains a Confidential Information Management System ("CIMS"), to provide appropriate protections in the collection, processing, storage and retrieval of information that is customer-specific;

WHERAS, pursuant to the CIMS, VEIC, its Contractors and any other individuals or entities that have access to, handle or use Efficiency Vermont Confidential Information are required, prior to gaining access to such Confidential Information, to agree (1) to abide by the guidelines contained in the CIMS and (2) not to provide any Confidential Information to affiliates not directly involved with Efficiency Vermont activities.

NOW THEREFORE, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION AND MATERIALS

a) "Confidential Information" means any information which identifies a specific customer by name, address or email address, phone number, utility account number, utility data, or any Efficiency Vermont project information that is specific to an individual customer, including but not limited to sub-metering data, project costs, savings estimates, incentive amounts or specific energy efficiency measures or manufacturing attributes.

b) "Confidential Information" is not restricted in format and may include any information that meets the above definition whether disclosed orally, in writing or by inspection of tangible objects. By way of example and not limitation, this may include written or printed documents, electronic data on computer disks, tapes or any other medium, drawings, schematics, or any other tangible item.

c) Once it has been determined that the information is Confidential Information, it is subject to the procedures detailed in the CIMS and this Protective Agreement.

2. RESTRICTIONS ON SHARING CONFIDENTIAL INFORMATION

The Recipient shall limit access to Confidential Information to only those of the Recipient's employees, authorized representatives, or subcontractors who (a) have a need to know the Confidential Information for the Recipient to fulfill its obligations and duties to Efficiency Vermont

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or for a purpose specifically authorized by the Commission, and b) have signed a protective agreement containing confidentiality obligations at least as restrictive as those contained herein.

3. MANAGEMENT OF CONFIDENTIAL INFORMATION:

The Recipient shall be responsible for ensuring that:

a) Access to Confidential Information is restricted in accordance with the requirements of this Agreement;
b) All of the Recipient's employees, representatives and subcontractors who will have access to Confidential Information have been provided adequate training such that they fully understand the terms and conditions contained herein;
c) All paper copies of Confidential Information are securely stored and when disposed of shall first be shredded;
d) All reasonable security precautions are taken when accessing and handling Confidential Information, which shall in any event be as great as the precautions the Recipient takes to protect its own confidential information;
e) Visitors to the Recipient's office are not allowed access to any Confidential Information unless they are specifically authorized in accordance with this Agreement;
f) Portable, laptop, notebook, personal data assistants, tablet computers, smart phones and other transportable computers containing Confidential Information are not to be left unsecured at any time; and
g) If Confidential Information is stored electronically, the following minimum password provisions shall apply for access to such Confidential Information:
    i. Users shall choose passwords that are difficult to guess;
    ii. Passwords must be nine characters in length or greater;
    iii. Passwords must contain any two of the following: alpha, numeric, capitalization, characters;
    iv. Passwords must not be a dictionary word or include personal names;
    v. Passwords must not be written down or left in a place where unauthorized persons might discover them;
    vi. Under no circumstances, shall the users share or reveal their passwords to anyone at all; and
    vii. Passwords and credentials that grant access to Confidential Information must not be used as credentials for personal accounts.

4. NOTICE

The Recipient shall notify VEIC's CIMS Coordinator (cimscoordinator@veic.org) immediately upon:

a) Discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the Recipient or his/her assigns, employees, consultants, affiliates or related parties; or
b) Discovery that a system or network security has been compromised, or if there is a substantial reason to believe that it may have been compromised.

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With respect to any such event Recipient will cooperate with VEIC, the Department of Public Service and the Commission in every reasonable way to help regain possession of any improperly disclosed or accessed Confidential Information and prevent its further unauthorized use or disclosure.

5. REMEDIES

a) The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause VEIC irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that VEIC shall have the right to apply to a tribunal of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as VEIC may request. Such rights shall be in addition to remedies otherwise available to VEIC at law or in equity.

b) Any willful or deliberate disclosure or unauthorized use of Confidential Information with the clear intent of violating this Protective Agreement by a VEIC Contractor or any of its employees, authorized representatives or subcontractors is grounds for immediate default termination.

6. MISCELLANEOUS

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

b) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of VEIC or their agents, or employees, unless such waiver is in writing signed by VEIC. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

c) If any action at law or in equity is necessary to enforce or interpret the rights or obligations arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

d) This Agreement shall be construed and governed by the laws of the State of Vermont, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Vermont.

e) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

f) If the Recipient is an organization that employs more than one individual then this Agreement shall be strictly adhered to by all individuals, subcontractors and consultants employed by such organization that have access to Confidential Information.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

VEIC By:

Signature: _____ Date: _____

Printed Name _____

Title _____

RECIPIENT By:

Signature: _____ Date: _____

Printed Name: _____

Organization Name _____

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