

1. **Parties.** This is a contract for services between the State of Vermont, Public Service Department (hereinafter the “State”), and Vermont Natural Resources Council, d.b.a. the Vermont Energy and Climate Action Network, with principal place of business in Montpelier, VT (hereinafter the “Contractor”). Contractor’s form of business organization is a non-profit corporation. It is the contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of **public engagement assistance**. Detailed services to be provided by the contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$31,750.00**.

4. **Contract Term.** The period of contractor’s performance shall begin on June 15, 2015 and end on December 15, 2015.

5. **Prior Approvals.** If approval by the Attorney General’s Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General’s Office **is** required.
- Approval by the Secretary of Administration **is** required
- Approval by the CIO/Commissioner **is not** required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

8. **Attachments.** This contract consists of 10 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C – “Standard State Contract Provisions,” (dated March, 2015)
- Attachment D - Other Provisions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date: _____

Signature: _____

Name: Christopher Recchia, Commissioner

Agency: Public Service Department

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A

Specifications of Work to be Performed

The Contractor shall help foster robust public engagement in the 2015 Comprehensive Energy Plan (CEP) update process, both prior to and following issuance of the draft CEP.

VECAN will work closely with the Public Service Department to shape and implement a productive public engagement process to shape the first draft of the 2015 CEP, and to inform any subsequent edits to the draft CEP.

Overarching Goals:

1. Create the opportunity and events for all Vermonters to be heard.
2. Help to organize forums so that public input helpfully shapes what's in the CEP.

Coordination:

1. Meet with the PSD to clarify and confirm the goals and desired outcomes of the public engagement process, from overarching goals and desired outcomes to confirmation of forum partners and locations for events.
2. Reach out to the Regional Planning Commissions to engage them as partners in this effort, with the goal of a formal partnership in this effort, including co-hosting forums.
3. Undertake pre-forum outreach to a wide range of stakeholders to ensure they are aware of the process solicit their support in helping to turn out their networks of members, employees or constituents to attend and engage in the process and shape the draft in general.

Pre-draft Forums:

VECAN shall:

- a. Organize 4 forums focused on fostering public input and ideas on what's included in the next CEP and potential milestones, metrics etc. which the public would like to see included in the next plan.
- b. Three of the forums would be in direct coordination and partnership with Bennington Regional Commission, Two Rivers Ottauquechee Regional Commission and the Northwest Regional Planning Commission. The additional public event will be in Addison county.
- c. These events will take place in July.

Post-draft Forums:

VECAN shall:

- a. Organize 5 forums focused on fostering public input and response to the draft CEP.
- b. The forums will be in locations distinct from those where the pre-draft forums were held. These will include the Northeast Kingdom, Chittenden County, Rutland County, and Central Vermont.
- c. These events will take place following publication of the draft CEP, likely in October.

VECAN will work with the PSD to set the goals and agenda of all of the events.

General Communications and Outreach:

VECAN will harness its on-the-ground networks of interested community leaders, largely the network of energy committees, to foster their participation and partnership in communicating about the CEP update and the forums. VECAN will also utilize a wide-variety of outreach and communications tools to promote the forums and the opportunity broadly, with the goal of ensuring any interested Vermonter can attend an event or otherwise provide input into the draft CEP.

This will include:

- VECAN will undertake significant outreach to town energy committee leaders in particular to ensure these engaged grassroots groups are as active as possible at the events – and in the pre- CEP draft communications and outreach.

General:

- VECAN will undertake all general forum organizing (including securing the partnership of RPCs), identifying and securing (renting) well-suited locations for the events, drafting the forum agendas and working with the PSD to finalize the agenda, and setting the logistics for the events (including staffing and facilitating them).

	<i>Budget</i>
VNRC Staff Wages:	
Energy Program Director	\$13,000
Executive Director	\$750
Communications/Program Staff*	\$9,000
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Subtotal	\$22,750
Facilities (4)	\$3,750
Materials (printing, flip charts, etc.)	\$750
Travel/food/advertising	\$4,500
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Subtotal	\$9,000
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TOTAL BUDGET:	\$31,750

NOTES:

- *Budget is based on a \$75/hour rate and includes overhead.*
- *Budget includes pre-meeting organizing (venues, partner coordination, agenda-setting, logistics), PR and advertising costs, travel costs, event attendance and facilitation, food and refreshments as well as post-forum synthesis, information dissemination and follow up.*

- *Communications staff includes Membership & Outreach Coordinator, Communications Director, Program Directors and AmeriCorps Member/Outreach Associate.*

ATTACHMENT B
Payment Provisions

The maximum amount of this Contract shall not exceed \$31,750.00. This maximum amount is not intended under this Contract as any form of a guaranteed amount.

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7).
2. Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall include the Contract # of this contract on all invoices.

3. Invoices shall be submitted to:

Business Office
Accounts Payable
Public Service Department
112 State Street – Drawer 20
Montpelier, VT 05620-2601

4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay.
5. Contractor shall be paid \$75.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly describing the work performed and the total number of hours worked during the invoice period.

Total payment for hours worked shall not exceed \$22,750.

6. Contractor shall be eligible for reimbursement of four facility rentals, meeting materials (printing, flip charts, etc.), newspaper advertising, and food costs for food provided at events. Expenses over \$200 shall only qualify for reimbursement if accompanied by original receipts. Other expenses shall be identified and itemized.

Contractor shall be eligible for reimbursement of mileage at the rates established in *State Administrative Bulletin 3.4*.

Total reimbursement for expenses shall not exceed \$9,000.00.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations
Products and Completed Operations
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 Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the

Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.)

Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party 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 the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the

terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

ATTACHMENT D
Other Provisions

1. **Work Product Ownership.** Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
2. **Prior Approval/Review of Releases.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this contract shall be approved by the State prior to release.
3. **Ownership of Equipment.** Any equipment purchased or furnished by the State to Contractor under this contract is provided on a loan basis only and remains the property of the State.
4. **Confidential Information.** Contractor agrees to keep confidential all information produced or acquired by Contractor in connection with this Contract. Contractor will take reasonable measures as are necessary to restrict access to this information to employees or agents who must have the information on a "need to know" basis. The Contractor shall promptly notify the State of any third party request for this information so that the State may act to protect its confidentiality.