

GUIDE TO USING MARKETING MASTER CONTRACTS

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Introduction to the Marketing Master Contracts

The Marketing Master Contracts are individual master contracts for marketing services between the State of Vermont (through the Agency of Commerce and Community Development, Office of the Chief Marketing Officer) and a select group of marketing firms. These individual firms were awarded a master contract following a full competitive bid and selection process. The Marketing Master Contracts allow state entities to **obtain marketing services from these firms without having to go through an additional full RFP process for each project**. In addition to saving administrative time, the contracts were negotiated at a state level and include a uniform set of established rates.

The Chief Marketing Office administers three sets of Marketing Master Contracts:

1. Creative Services
2. Photography
3. Media Buying

An explanation of each type of contract follows.

1. Creative Services

The master contracts for Creative Services cover services related to the creation of marketing materials. There are currently 4 firms under a Marketing Master Contract for creative work. Their contact information and hourly-rate pricing is provided in Appendix B.

The State contracts with multiple firms to provide state entities with a range of options, styles and capabilities to choose from to help find a firm with the best fit for the wide range of marketing projects undertaken by agencies and departments across the state.

The scope of services in these contracts covers a full range of creative services work, and is the same for all 4 of these contracts. The complete scope of services language is included in Appendix A of this guide. Briefly, these services include:

- Creative direction and strategy/concept development
- Graphic design
- Copywriting
- Collateral development (brochures, fact sheets, posters, etc.)
- Public relations and social media
- Public/private collaborative partnership development
- Image/photo acquisition and licensing
- Website discovery, site-mapping, consultation on content organization/navigation
- Market research, focus groups, surveys
- Project management/account coordination

2. Photography

The master contracts for Photography cover services related to the creation of photographic imagery. There are currently 3 firms under a Marketing Master Contract for photography. The scope of services for these photography contracts is provided in Appendix C, and the contact information and hourly-rate pricing for each contract are provided in Appendix D.

The State contracts with multiple firms for photography work in order to provide a range of options, styles and capabilities for the wide range of marketing projects undertaken by state entities.

3. Media Buying

The State maintains one single contract with a single marketing firm for Media Buying, which covers services related to the placement of marketing materials with paid media (television, radio, newspapers, websites, etc.). The firm under current contract for this service is HMC Advertising (through 2/28/17). Their contract scope is provided in Appendix E, and their contact information and pricing is provided in Appendix F.

The contracted media buyer will develop a plan and strategy for placement and distribution of marketing materials created by the state entity, either internally or with the help of a creative services marketing firm (one of the Marketing Master Contractors for Creative Services, or a firm selected by the state entity via full RFP).

The State contracts with just one firm for media buying in order to take advantage of 'bulk pricing' and discounted rates that benefit all state entities.

Note on Printing Projects

Past versions of this guide have included a section on purchasing guidelines for printing projects. In 2012, the Department of Buildings and General Services (BGS) implemented a statewide print procurement process. For more details on their process, we refer you to the BGS website:

<http://bgs.vermont.gov/purchasing-contractingprint-procurement>

How to Access the Marketing Master Contracts

As noted in the last section, the Marketing Master Contracts include an umbrella scope of marketing services and the negotiated terms for provision and pricing of these services. To utilize one or more of the services covered under the Marketing Master Contracts, a Statement of Work (SOW) process was established. This process is slightly different, depending on whether you are contracting for Creative Services or Photography work, or Media Buying work.

Creative Services and Photography Work

The SOW process includes three steps: (1) requesting proposals; (2) selecting a firm and determining a defined project scope; and (3) executing the Statement of Work Agreement.

The Chief Marketing Office has developed a Work Request Form (see Appendix G) that can serve two purposes: (1) as the form you use to describe your project needs and request proposals from one or more of the Marketing Master Contractors; and (2), once completed by the selected contractor, as the scope of work for the project. This project scope document describes the services that will be performed, the timeline for when they will be performed, and the agreed-upon cost for those services. The project scope can be brief and focused on core deliverables, and can be supplemented by a marketing plan that breaks out, in more detail, budget allocation and timeline.

It is also acceptable for a contractor to outline the project scope in another format (and not use the Work Request Form), as long as the firm's proposal includes the services that will be performed, the timeline for when they will be performed, and the agreed-upon cost for those services.

A Statement of Work Agreement is required for all projects. The Statement of Work Agreement is the legal bridge that attaches the project scope (either in the form of completed Work Request Form or a custom proposal) to the actual Marketing Master Contract between the State (ACCD/CMO) and the selected Master Contractor, and to the specific state entity requesting and paying for the individual project.

A blank Statement of Work Agreement and Work Request Form are both provided here in Appendix G. These same forms (as Word documents that can be filled out electronically) can also be downloaded from the CMO's website (at cmo.vermont.gov).

Step-by-Step Instructions for Creative Services and Photography Work

1. Complete a Work Request Form and define objectives, required elements, target audience, timeline, and budget for your project.
2. Choose which marketing firm(s) or photographer(s) you would like to work with and send the Work Request Form directly to the firm(s) electronically and cc: the Chief Marketing Office (contact information is provided in Appendix B and D).

- a. **For Projects under \$50,000** you have the option of getting proposals from more than one of the master-contracted firms (or all of them, if desired or if required by your agency or departmental purchasing guidelines), but only one proposal is required. *While the CMO's office always encourages soliciting and comparing multiple proposals, this is not required for projects under \$50,000.*
 - b. **For Projects over \$50,000** you are required to issue a Work Request Form to all the Marketing Master Contractors for that service. The contractors will have the opportunity to bid on this work, but are not obligated to respond. It is the responsibility of the state entity to review each response and choose the marketing firm that can best provide the requested services. The CMO is available for consultation and assistance if needed.
3. The marketing firm(s) or photographer(s) will, if they choose to submit a proposal (in their own format or by completing the Work Request Form), submit their response directly to the requesting state entity. (Total time from request may take 10 – 15 business days.)
 4. State entity reviews and compares responses, asks follow-up questions if needed, and finalizes the project scope with the selected marketing firm or photographer.
 5. Complete the Statement of Work Agreement to obtain necessary signatures (marketing firm or photographer and the appropriate individual with Signing Authority in your agency/department). The selected Contractor should sign first, followed by the state entity.
 6. Provide your business office with the signed Statement of Work Agreement and project scope (completed Work Request Form or agency proposal) and request they set up a vendor contract under the Marketing Master Contract for your project (see page 10 for instructions on setting up a vendor contract in VISION).
 7. Provide the CMO with a copy of the signed Statement of Work Agreement and project scope (completed Work Request Form or agency proposal) for our records.
 8. Provide marketing firm or photographer with vendor contract # for billing.
 9. Complete work with contractor as per agreed upon estimate, timeline and deliverables.
 10. Send the CMO a copy of all final “deliverables” (TV spot, brochure, website URL, photo-shoot contact sheet, etc.). For more details on file formats and where to send these copies, see the section titled “Project follow-up with CMO” on page 9.

Media Buying Work

There are two steps in the SOW process for media buying: (1) defining the project scope, and (2) executing the Statement of Work Agreement.

A Statement of Work Agreement is required for all projects. The Statement of Work Agreement is the legal bridge that attaches the project scope (completed by the media buying

Master Contractor) to the actual Marketing Master Contract between the State (ACCD/CMO) and the Master Contractor, and to the specific state entity requesting and paying for the individual project.

The Media Planning and Buying Project Scope Form for a media buy is simpler than the Work Request Form used for creative services projects, and the process works more smoothly if it is completed by the media buying firm rather than the state entity. A sample of this form is provided in Appendix G.

Step-by-Step Instructions for Media Buying Work

1. Contact the media buying firm (contact information in Appendix F) to define objectives, target audience, timeline, and budget.
2. Media buying firm will complete the Media Planning and Buying Project Scope Form and will email that to the state entity for review and approval.

While you are not required to involve the CMO in this process, we are always here for consultation if needed. If you would like assistance, please contact the Chief Marketing Officer.

3. Complete the Statement of Work Agreement to obtain necessary signatures (media buyer and the appropriate individual with Signing Authority in your agency/department). The Media Buyer should sign first, followed by the state entity.
4. Provide your business office with the signed Statement of Work Agreement and project scope and request they set up a vendor contract under the Marketing Master Contract for your project (see page 10 for instructions on setting up a vendor contract in VISION).
5. Provide the CMO with a copy of the signed Statement of Work Agreement and project scope for our records.
6. Provide media buying firm with vendor contract # for billing.
7. Complete work with contractor as per agreed upon estimate and timeline.

Tips on Writing your Work Request

Level of detail

The more detail you can include in your work request—on your target audience, project goals, background research or related past campaigns—the more targeted a response you can expect to receive from responding contractors. If you have metrics from previous efforts or anecdotal feedback on tactics that have or haven't worked the past, it will help contractors prepare a stronger and more specific proposal if you share that kind of information up front.

It is also helpful to keep in mind that the completed Work Request Form (or agency proposal) referenced in your Statement of Work Agreement serves as the official record of your project, and is used to document your and your contractor's understanding of project expectations – so

again, it is good to be as detailed as possible. However, if you expect that there may be some adjustments made to how the overall budget is allocated or which specific tactics will be used over the course of the project, it is also acceptable to keep the project scope more general, and use an attached marketing plan to document the finer details.

For example, if your project includes research that will be done early on that may inform later stages of the project, or if you want the ability to make adjustments along the way based on initial performance metrics, you may be better off documenting the finer details in a marketing plan that is attached to the project scope, and leaving your project scope rather broad (limited to overall budget, core deliverables and timeline/deadline).

Example 1: A work request might specify a total budget of \$40,000. The marketing plan might further specify that \$25,000 is allocated to development of an annual report and \$15,000 is allocated to social media support. Upon further discussion, the contractor and state entity may decide that \$35,000 should go toward printed materials (an annual report and a brochure) and only \$5,000 toward social media.

Example 2: A media buy might specify a total budget of \$50,000. The marketing plan might further specify that \$35,000 is allocated to television and \$15,000 is allocated to radio. Upon further discussion, the media buyer and state entity may decide that \$40,000 should go toward TV and \$10,000 toward radio.

This strategy will help you avoid having to make lots of changes to your project scope over the course of your project. Since the project scope documents are also used by your business office to double-check invoices before paying them, even relatively minor discrepancies could cause delays in payment processing.

Providing budget guidelines

The Work Request Form provides several fields for you to use in specifying your budget or budget range for your project. It's important to give contractors at least an approximate budget at the outset, so you can define realistic expectations for deliverables within that budget.

It can also be very useful to offer a budget range rather than just one maximum budget figure. A budget range can stimulate discussion about "good/better/best" scenarios, and you may well find out, through those discussions, that some deliverables under the "best case" scenario do not justify the additional cost to obtain them.

When you are inviting multiple marketing firms to respond to your Work Request, a budget range can also help you make comparisons among the proposals you receive, and can help you decide which proposal offers the best value. The Work Request form offers you the ability to specify a "Gold / Silver / Bronze" budget level for your project. This field is optional, but can be very helpful.

Making Changes

After execution of a Statement of Work Agreement, if any change in scope of a project affecting price, deliverables, or schedule is requested, the contractor and the relevant state entity shall mutually agree to the changes in writing. A Statement of Work Change Order form is included in Appendix G and available at cmo.vermont.gov.

A change in the deliverables should be interpreted as a major change to the project. Examples of a major change would be:

- A change to the project timeline or deadline.
- A change to the overall budget of the project.
- A change in the services provided to deliver the desired outcomes (*Example: the first project scope specified production of a TV ad; a revised project scope specifies production of a TV ad, longer-form YouTube video, and radio ads*).

Because the project scope (in the form of a completed Work Request Form or agency proposal) is used as the reference document for payment of invoices, this is the document that your business office will use to double-check invoices that come in on your project. For this reason, the prior section “Tips on Writing your Work Request” advises that, if you would like flexibility in your project, you use an attached marketing plan to outline specific details and leave your project scope rather broad (limited to overall budget, core deliverables and timeline/deadline). This strategy will help you avoid having to make lots of changes to your project scope during the course of your project, to ensure that your invoices “match up” in the business office.

Revised project scope documents (Work Request Forms or agency proposals) are executed between the marketing firm and the state entity. CMO or legal approval is not required per the terms of the Marketing Master Contract. Other specific Department or Agency rules may apply.

For questions regarding the need for written changes, or whether certain details should go in a Work Request or an appended marketing plan, please contact the Chief Marketing Office.

Project Follow-up with CMO

As part of your project workflow, you should send copies of your final “deliverables” to the CMO. You can also ask your marketing firm to cc: the CMO on these items when they send them to you. Here are the specific file-format preferences for each deliverable:

- Videos or TV spots: WMV or Quicktime
- Radio spots: MP3
- Printed pieces (brochures, ads, reports): PDF or JPG
- Online: Website URL(s)
- Media buys: Media plans in Excel or PDF
- Social media work: Please discuss possible “deliverables” with the CMO's office

Instructions for entering information into VISION

A Master Contract cannot receive charges against it directly. Invoices received must be billed to a specific department, which is tracked using a unique, department-created sub-contract number (known as a vendor contract in VISION). A vendor (sub-) contract needs to be set-up in VISION for your department to pay for services out of your budget.

It is vital when you set up that vendor (sub-) contract in VISION, that you reference the Master Contract number being used, and that you take care to reference the correct contract number (especially for creative services vs. media buys). This allows marketing expenditures to be easily tracked.

Please also share with your business office that vendor (sub-) contracts in VISION that reference a Master Contract should be created as Purchase Order contracts and not General contracts.

The Statement of Work Agreement and Work Request Form both include fields to enter the correct contract numbers to keep accurate records on all projects. These include:

- **ACCD Master Contract Number:** This is the number of the contract held by the Agency of Commerce and Community Development (ACCD) for the Chief Marketing Office between the State and each firm under Master Contract.

The current Master Contract numbers for Creative Services (effective 9/1/14 - 8/30/17) are:

- **Brandthropology: #27471**
- **HMC Advertising: #27475**
- **Place Creative: #27470**
- **Small Mammal, LLC: #27474**

The current Master Contract number for Media Buying (effective 3/1/15 - 2/28/17) is:

- **HMC Advertising: #28435**

The current Master Contract numbers for Photography (effective 7/1/16 - 12/31/17) are:

- **Karen Pike Photography: #32290**
- **Mike Worthington dba Worthington Images: #32315**
- **Nathanael Asaro Photography: #32314**

- **Vendor Contract Number:** This is the number your business office will create when a new contract is entered into VISION.
- **VISION Vendor Number:** This is the number that identifies the firm doing the work so they can get paid.

If your marketing project involves multiple Master Contracted services (such as creative services and a media buy), these contracted services must be entered **separately** in VISION, in order to reference the appropriate Master Contract numbers for the appropriate service.

Example: The Department of Health (VDH) has a grant totaling \$100,000 for a smoking-cessation marketing program. Of the total budget, the VDH spent \$30,000 on development of a TV ad, and spent \$70,000 on a media buy to run that ad on various TV stations.

While all of that work was done with HMC Advertising (which holds a Master Contract for creative services work as well as the single, statewide Master Contract for media buying), that \$100,000 must be entered and referenced separately in VISION (\$30,000 referencing the Creative Services Master Contract number, and \$70,000 referencing the Media Buying Master Contract number). This extra step is important because it allows the CMO to track marketing expenditures by type of service.

For complete step-by-step instructions on VISION, please refer to the VISION manuals issued by the Department of Finance & Management. The documents can be downloaded online at:

<http://finance.vermont.gov/training-and-support/vision-manuals>

Planning Around Contract Expiration Dates

Marketing Master Contracts are generally renewed or re-bid every two years via statewide RFP. If you have a project whose timeline is expected to straddle an upcoming contract expiration date, you're advised to plan ahead and reach out to the CMO's office for guidance on your specific situation. You may be best served doing your own RFP for your project if it's a sizeable and long-term one – in which case, you should build more lead time into your project than you would normally need if you used a Master Contract.

FAQs

1. Can I set up a vendor (sub-) contract with these marketing firms even if I don't have any specific work or project needs now?

Yes, up to a \$75,000 limit. Departments may execute a Statement of Work Agreement for general services with a marketing firm that does not reference a specific project or deliverables. In these cases, one or more marketing plans should be part of the project scope documents to specify anticipated projects, and agreed-upon details once particular projects are identified. The general services Statement of Work Agreement cannot exceed \$75,000 and must specify which services the marketing firm may provide.

2. Do I need multiple VISION vendor contracts for each marketing project?

If you are using the same marketing firm to complete different projects, you only need one VISION vendor contract per marketing firm, specific to their Master Contract. You can use the line numbers to separate projects within a vendor contract. Each project will need a line number specific to that project, as each will have a separate Statement of Work Agreement.

While multiple VISION vendor contracts are not required, some departments do prefer to set up separate vendor contracts for each project, to make tracking of grant funding easier. This is always an option. However, please make sure to reference the appropriate Master Contracts in every case.

3. What is a vendor contract, and why can't I use the Master Contract?

A vendor contract is like the "child" in a parent-child relationship where the Master Contract acts as the "parent." The vendor contract is used by VISION to track and make payments on invoices for departmental work (the "child") and to track transactions under the Master Contracts.

The vendor contract is like a sub-contract and is a signed agreement between the parties that specifies the deliverables and timing of work. The CMO recommends the use of our Statement of Work Agreement as the signing document, but an AA-14 ("Contract Summary and Certification") form can also be used with the correct documentation.

4. Can I submit a Work Request Form to multiple marketing firms even if my project is below \$50,000?

Yes. In fact, the CMO's office always encourages departments to solicit multiple proposals for a project. You'll likely get a broader range of ideas and budget levels, and perhaps a fresh approach you didn't think to ask about, if you ask multiple firms to submit proposals for your project. And, due to the streamlined contracting process available to you under the Master Contract system, this level of "due diligence" needn't add much additional time to your project.

5. What if I don't know what the project budget or cost is, will be, or should be?

If you don't have a project budget or cost and can't provide a reasonable estimate, you are encouraged to discuss your project with the Chief Marketing Office or request time with one or more of the marketing firms to discuss your needs. These discussions ahead of time will help you avoid spending more than you need to and avoid project delays due to underestimating the resources needed to accomplish your objectives. Be prepared to discuss the project's key objectives, requirements or anticipated obstacles, and timeline for completion. Be clear with the marketing firm that you are trying to define the project budget.

The Work Request Form also gives you the option of specifying various budget levels. If you have up to \$50,000 to spend on your project, but you're curious what level of service might be attainable for \$40,000, the "Gold / Silver / Bronze" fields could be useful. This option can be a particularly helpful tool in comparing service value among the different marketing firms. It could also help you itemize the costs of various desired deliverables, and in some cases, can help you make the decision that the additional version of the brochure, for example, isn't worth the added cost.

The Chief Marketing Office is always available as a resource and sounding-board for project definition and budgeting.

6. What if I don't know what I need for specific marketing services? For example, I am not sure if I need print collateral or radio ads?

If you know you have a marketing need but are not sure how to execute a specific task or objective, you are encouraged to contact the Chief Marketing Office or request time with one or more of the marketing firms to discuss your project. It is best to have a clear scope or focus on your project before requesting proposals from the marketing firms. Be prepared to discuss the project's key objectives, requirements or anticipated obstacles, and timeline for completion. If you choose to meet with one or more of the contracted marketing firms, be clear what your intent for the meeting is. While this time may have a small cost associated with it, the time spent up front with the marketing professionals will mean less time spent later during the work and implementation phases.

The Chief Marketing Office is always available as a resource for project definition, planning, and budgeting.

7. Does the CMO need to sign, or approve, Statements of Work Agreements?

No. The CMO does not need to sign or approve Statement of Work Agreements under the Marketing Master Contracts. However, the CMO should receive copies of your SOWs and project scope documents (Work Requests or agency proposals) for general information and record-keeping.

8. But I thought that the CMO needed to sign off on all marketing contracts?

In accordance with Bulletin 3.5, only marketing contracts valued at more than \$25,000 **executed outside of the Marketing Master Contracts** must have prior approval from the CMO.

Appendix A

Master Contract for Creative-Services Marketing Firms

(Sample Contract; Language is the same for all contractors.

For specifics on pricing and contact information for each individual contractor, please see Appendix B.)

1. **Parties:** This is a master contract for services between the State of Vermont, its agencies, departments, divisions and public bodies (hereafter called "State") and **Contractor Firm Name** (hereafter called "Contractor") with principal place of business at **Address**. Contractor's form of business organization is _____.
2. **Subject Matter:** The subject matter of this contract is services generally on the subject of **providing support for the marketing, promotional, informational and outreach activities of the agencies, departments, divisions and public bodies of Vermont State Government on an as-needed, project-by-project basis**. Detailed services to be provided by the contractor are described in Attachment A. Contractor will not be considered an agency of record and will not be guaranteed any level of business through this contract. In its sole discretion, the State of Vermont, its agencies, departments, divisions and public bodies may elect contractors, including Contractor, for various marketing services as needed pursuant to the process described further in Attachment A or any other contractors pursuant to any other State of Vermont contract bid process, as applicable.
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 \$9,999,999.00**.
4. **Contract Term:** The period of Contractor's performance **shall begin on September 1, 2014 and end on August 31, 2016 2017** (*note: contracts amended in 2016*) **with the option for two (2) additional one-year extensions, but only as agreed upon and reduced to writing and signed by both parties**. The State shall pay contractor only for work performed during the contract term.
5. **Prior Approvals:** If approval by the Attorney General's Office, Secretary of Administration or DII CIO/Commissioner is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.
 - Approval by the Attorney General's Office is is not required.
 - Approval by the Secretary of Administration is is not required.
 - Approval by the CIO/Commissioner of DII is is not required.
 - Approval by the CMO/ Chief Marketing Officer is 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 30 calendar days in advance.
8. **Contact persons:** The State's contact person for this contract is **Chief Marketing Officer**; Telephone 802-000-0000; email address marketing@state.vt.us; The Contractor's contact person for this contract is **Contractor Contact Name**; Telephone **802-000-0000**; email address **Contractor Email Address**.
9. **Attachments:** This contract consists of _____ 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 Provisions for Contracts and Grants (revision date 9/2/14 7/1/16) (*note: contracts amended with current Attachment C in 2016*)
- Attachment D – Other Contract Agreement Provisions
- Appendix I – Contractor Performance Measures

10. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- A. Standard Contract
- B. Attachment C
- C. Attachment D
- D. Attachment A
- E. Attachment B
- F. Appendix I

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

Please sign in Blue ink only.

By the State of Vermont:

Date: _____
 Signature: _____
 Name: _____
 Title: _____
 Agency: _____

By the Contractor:

Date: _____
 Signature: _____
 Name: _____
 Title: _____

(Remainder of page intentionally left blank)

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

The purpose of this contract is to provide **support for the marketing, promotional, informational and outreach activities of the agencies, departments, divisions and public bodies of Vermont state government on an as-needed, project-by-project basis.** The Contractor understands that during the term of this contract the State may or may not request from the Contractor some or all of the services described below. In its sole discretion, the State elects to request any of such services from Contractor, and Contractor will provide such services as follows unless it is agreed that the Contractor is not best suited to perform the work, or the services requested would result in a conflict of interest:

1. Description of work:

A. Strategy/Concept Development: Contractor shall develop strong concepts and strategies, articulated in the form of marketing plans and campaign proposals, to lay the foundation for effective and efficient creative work. Creative work will always have a strategy behind it, as well as anticipated outcomes that can be measured after creative materials are deployed, to gauge the success of the campaign.

B. Creative Services for Advertising and Collateral Material: Under direction from the State, Contractor will develop and implement creative concepts for promotional campaigns, including collateral materials, giving due consideration to efficiency, and protection of state rights in the use of promotional designs and standards.

Creative design work, in the form of copywriting, graphic design, logo design, A/V direction, etc, will be coordinated across marketing programs to maximize the strongest possible state of Vermont image/brand identity and leverage cooperative opportunities. At the same time, this will also maintain a focus on the specific messages, targets and objectives of the individual department or project.

C. Web/Digital Creative Services: These services may include planning and strategy development; a discovery process involving stakeholder research and the development of user personas; content development and formatting; storyboarding / mapping and information architecture; graphic design; copywriting; development of interactive content and media; Americans with Disabilities Act compliance; Search Engine Optimization and marketing; key word analysis and recommendations; pay per click promotions; analysis of pre-generated web site traffic reports and analytics; documentation of style guides and website work to include site plan, content, edit logs, competitor sites/benchmark sites, website traffic reports/analytics, access/hosting information; and website promotion using multi-channel and multi-media drive-to-web campaigns.

Any website creative work will be coordinated with the State of Vermont's Department of Information and Innovation (DII) and/or Information Technology vendors as applicable, as well as with the Chief Marketing Officer. Any work performed on state websites will comply with the Web Look and Feel Standard, with designs approved in advance of buildout by the Chief Marketing Officer (CMO) and DII's Director of Web Services. A Drupal-based state web template exists and will be utilized by the Contractor unless a strong business case can be made that a state agency needs to build its own custom solution outside the template. Such exceptions must be approved by DII and the CMO before work can start on a custom build.

D. Social Media/Public Relations Services: While State agencies and departments are each individually responsible for maintaining their own content on selected social media channels, there are occasionally

calls for an outside marketing contractor to recommend ways to integrate social media outreach into an overall marketing campaign. The scope of this work may include strategic planning; a creative brief to include graphic elements, copy points, and recommendations on persona or voice; and/or training of State agency staff on how to update and maintain content on social media channels.

Similarly, public relations (PR) is a service that tends to be handled by internal State agency or department staff as needed. However, projects may arise in which PR is a critical component of overall marketing/communications success, and where a contractor may play a role. Scope may include overall strategy, preparation of electronic or printed media kits, and monitoring of press coverage and story placements.

- E. **Production Management:** The Contractor must provide expertise in and management of specifications for promotional material production into multiple forms of creative (e.g. print runs; bus shelters; bus/van wraps; banners; signs; tradeshow displays). Contractor must plan for coordination and consolidation of printing bids and press runs to achieve best pricing. Duties may also include tracking of projects in production and press checks for production quality. Beyond printed pieces, Contractor must also effectively manage production schedules for multimedia projects, such as videos, TV and radio commercials, web development, etc.

Finally, a key piece of production management across all media is the acquisition of images with usage rights and license agreements appropriate to the project and favorable to the State. Contractor must negotiate image use rights on behalf of the State in accordance with the provisions of Section 5.2 below.

- F. **Public/Private Collaborations:** The State must leverage taxpayer dollars with private-sector investments in order to achieve the greatest value in marketing and communications across all programs. The ability to leverage private-sector support in the form of partnerships, sponsorships and other collaborative arrangements, where appropriate, to enhance and extend the expenditure of state marketing dollars is a vital part of the marketing plans of many departments. Specifically, the State will require that selected Contractor has the ability to:

- Develop relationships consistent with Vermont's brand identity, values and traditions with public and private business leaders for special promotion opportunities; and
- Identify, initiate, and manage corporate sponsorship opportunities for promotional/marketing initiatives that are consistent with Vermont's brand identity, values, and traditions.

Important note: The scope of this contract does NOT include Media Planning & Buying. This service is bid separately and awarded under a separate Master Contract, for which there is only one contract awarded (to a single firm) for a two-year period.

2. **Contract Oversight:** The services performed under this contract shall be reviewed by the State assigned Contract Manager, and will include deliverables and performance expectations.
3. **Work Issuance:** Progress against the work to be performed, under this contract, will be reviewed by the State's assigned staff (hereafter called "Contract Manager"). Contract Manager may assign some or all oversight responsibilities to another staff designee, and Contract Manager will notify Contractor prior to such occurrence. Changes to time, scope, and/or resources shall be discussed in advance and the impacts to the project will be determined. If the scope of work is changed causing work outside the contract's scope of services, the additional work will be reduced to writing by the State and Contractor in the form of an amendment, and only as pre-approved by the State.

4. Work Required:

- 4.1 Other similar work as agreed upon between the State and Contractor.
- 4.2 State agencies and public bodies may engage the Contractor for the performance of services within the scope of this Master Contract by executing a written, dated and signed Statement of Work agreement (SOW). The individual SOW's executed by other state agencies and public bodies shall incorporate by reference all terms and conditions of this Master Contract and shall be governed by the same.

5. Other Requirements:

- a. 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/reviewed by the State prior to release.
- b. **Copyright:** Upon full payment by the State, all products of the contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this Contract, the Contractor shall document and provide the state with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State.
- c. Contractor will be evaluated on work performance under this contract, see Appendix I.

(End of Attachment A)

**ATTACHMENT B
PAYMENT PROVISIONS**

The State shall pay Contractor a sum not to exceed **\$9,999,999.00** as follows:

1. A certificate of insurance must be submitted to the appropriate State of Vermont agency, department or public body prior to commencement of work and release of payments (Attachment C, Section 7).
2. Copies of any subcontract agreements and tax certifications must be submitted (Attachment C, Section 15).
3. **Invoicing** - Contractor will submit invoicing monthly on a work-completed basis directly to the State of Vermont agency, department, division or public body that is identified in each Statement of Work under this contract. Payment terms shall be Net 30.
4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any State pre-approved reimbursable expenses (parts, materials travel, etc.) stated below. The State shall not be responsible for any expenses of the Contractor unless pre-approved and specifically stated below.
5. **SERVICES** - Contractor shall be paid for services based on the following rates or at lower rates included in the applicable Statement of Work or Change Order executed by the Contractor and relevant State entity:

Service:	Definition:	Maximum Hrly Rate:
Account management/ coordination	Direct and coordinate the day-to-day agency efforts on behalf of the client's product and/or service. May include tracking client budgets, moving projects through the agency from start to finish, coordinates scheduling and meeting client deadlines. Work usually done by Account Executive (Junior or Senior) or Account Supervisor.	\$ (See Rate Lists in Appendix B)
Broadcast development and production	Coordinating, overseeing and scheduling the production of broadcast materials based on creative platform. Who does this work is a function of the agency staffing but generally the concepting is part of Creative Direction and coordinating broadcast production would be done by a Production Assistant or an Account Executive.	\$ (See Rate Lists in Appendix B)
Copywriting	Implementing the creative concept into headlines, scripts and body copy. Usually performed by Copywriter (Junior or Senior).	\$ (See Rate Lists in Appendix B)
Creative/concept development	Develop the strategic platform for campaign concepts, including category, competitive and client research and analysis. Develop overall look/feel/tonality of overarching brand. Work usually performed by Creative Director and/or Associate Creative Director.	\$ (See Rate Lists in Appendix B)
Editing	Reviewing materials for accuracy (usually to a source document provided by client) and style (according to purpose and client industry norms, usually The Associated Press Stylebook, The Gregg Reference Manual, 9th edition, The Chicago Manual of Style, 14th Edition, Part 2, the Publication Manual of the American Psychological Association, 4th Edition, or Client Style Guide).	\$ (See Rate Lists in Appendix B)
Graphic design	Implementing the creative concept into all visual materials. May include supervising photo shoots, photo selection, layout and resize of various ad/collateral/visual materials. Usually done by Art Director (Junior or Senior) or Production Artist.	\$ (See Rate Lists in Appendix B)

Production/traffic management	Overseeing the process of creating and delivering an end product. May include estimating, negotiating, distributing, scheduling, purchasing and proofing for quality control. Usually performed by Production Manager or other production staff.	\$ (See Rate Lists in Appendix B)
Strategic planning	Brand planning, strategic planning and analytical activity. Provide deeper insights into the dynamics of our clients' business through the development of disciplined and thorough sales, marketing, and consumer analyses. Work usually done by Director of Client Services, Director of Marketing and/or Account Supervisor.	\$ (See Rate Lists in Appendix B)
Website design	Create and implement design for website based on creative platform. May include development of information architecture, wireframes, graphic design, and content. Design is most often performed by Art Director (Junior or Senior) and Development is most often done by a web specialist based on project – (Junior or Senior).	\$ (See Rate Lists in Appendix B)

6. EXPENSES: Contractor shall not buy materials and resell to the State at a profit. The State shall be responsible for expenses of the Contractor, only if specifically provided for in an applicable Statement of Work or Change Order executed by the Contractor and the relevant state entity. Expenses associated with travel will be limited to mileage reimbursement at the current given rate set by the State of Vermont for its employees. Travel time for client meetings will not be billable. Expenses related to travel time associated with work assigned through a Statement of Work shall be specified within the Statement of Work. The State will not reimburse for the purchase of alcohol, all such purchases must be removed from all expense reimbursement requests.
7. In the event federal or state funds appropriated to the State of Vermont become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor's receipt of written notice calling for suspension of the work or cancellation of the Agreement.

(End of Attachment B)

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS & GRANTS
REVISED JULY 1, 2016**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

B. Internal Controls: In the case that this Agreement is a Grant 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).

C. Mandatory Disclosures: In the case that this Agreement is a Grant 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.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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.

15. 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.

16. 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only 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.

19. 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 shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>.

23. 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.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
OTHER CONTRACT AGREEMENT PROVISIONS

1. **Cost of Materials:** Contractor will not buy materials and resell to the State at a profit.
2. **Identity of workers:** The Contractor will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. [Key Contact Names Here]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
3. **Ownership of Equipment:** Any equipment purchased or furnished to the Contractor by the State under this Contract Agreements provided on a loan basis only and remains the property of the State.
4. **Contractor's Liens:** Contractor will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Contractor will comply with state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Contractor shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Contractor must provide a copy of the approval of their Equal Opportunity Plan.

(End of Attachment D)

**APPENDIX I
CONTRACTOR PERFORMANCE MEASURES**

The Contractor will be evaluated on its services performance on this Contract, which may be subject to more detailed evaluation criteria.

Low performance scores may result in no further
Contracts with the State of Vermont

Performance Measures

Contractor will be evaluated on the following performance during and at the completion of this Contract.

	Failed Expectations	Met Expectations	Exceeded Expectations
Contractor Name: _____ Contract #: _____			
Demonstrated expertise in developing and executing strategies to accomplish Objectives and outcomes identified in the Statement of Work.			
Demonstrated knowledge and expertise in both traditional and new media, or Earned media, to maximize reach and frequency goals for a media campaign or communications plan.			
Met or exceeded project estimates and timelines.			
Overall quality of work completed.			
Statement of Work, project reporting and documentation submitted with billing as Required in contract.			

What did the contractor do well (**in detail**)? _____

What **specific** areas of contractor performance could be improved? _____

If problems or areas of concern, please explain (or enter n/a) _____

Name of person submitting form (Print) _____ Date _____

(End of APPENDIX I)

Appendix B

Contact Information & Pricing for Creative-Services Marketing Firms

Brandthropology / Contract #27471

Effective Dates 9/1/14-8/31/17

266 Pine Street, Suite 5

Burlington, VT 05401

802-862-2400

www.brandthropology.com

Contact: Matt Dodds, matt@brandthropology.com
Anne Dodds, anne@brandthropology.com

Pricing:

Account Management/Coordination:	\$95/hour
Broadcast Development and Production:	\$95/hour
Copywriting:	\$95/hour
Creative/Concept Development:	\$95/hour
Editing:	\$95/hour
Graphic Design:	\$95/hour
Production/Traffic Management:	\$95/hour
Strategic Planning:	\$95/hour
Website Design:	\$95/hour

HMC2 Advertising / Contract #27475

Effective Dates 9/1/14-8/31/17

65 Millet Street, Suite 301
Richmond, VT 05477

802-434-7141

www.wearehmc.com

Contact: Tom Holmes, tom@wearehmc.com

Pricing:

Account Management/Coordination:	\$115/hour
Broadcast Development and Production:	\$115/hour
Copywriting:	\$115/hour
Creative/Concept Development:	\$135/hour
Editing:	\$115/hour
Graphic Design:	\$115/hour
Production/Traffic Management:	\$115/hour
Strategic Planning:	\$135/hour
Website Design:	\$115/hour

Place Creative / Contract #27470

Effective Dates 9/1/14-8/31/17

187 South Winooski Avenue

Burlington, VT 05401

802-660-2051

www.placecreativecompany.com

Contact: David Speidel, dave@placecreativecompany.com

Pricing:

Account Management/Coordination:	\$95/hour
Broadcast Development and Production:	\$150/hour
Copywriting:	\$95/hour
Creative/Concept Development:	\$150/hour
Editing:	\$95/hour
Graphic Design:	\$150/hour
Production/Traffic Management:	\$95/hour
Strategic Planning:	\$150/hour
Website Design:	\$150/hour

Small Mammal, LLC / Contract #27474

Effective Dates 9/1/14-8/31/17

50 Franklin Street, 4th Floor

Boston, MA 02110

857-204-4025

www.smallmamm.al

Contact: Jason McCurry, jason@smallmamm.al
Leslie McCurry, leslie@smallmamm.al

Pricing:

Account Management/Coordination:	\$150/hour
Broadcast Development and Production:	\$150/hour
Copywriting:	\$150/hour
Creative/Concept Development:	\$150/hour
Editing:	\$150/hour
Graphic Design:	\$150/hour
Production/Traffic Management:	\$150/hour
Strategic Planning:	\$150/hour
Website Design:	\$150/hour

Appendix C

Master Contract for Photographers

(Sample Contract; Language is the same for all contractors.

For specifics on pricing and contact information for each individual contractor, please see Appendix D.)

1. **Parties:** This is a contract for services between the State of Vermont, Agency of Commerce and Community Development, the Office of the Chief Marketing Officer (hereafter called "State") and **Contractor Name**, hereafter called "Contractor" with principal place of business in **Contractor Location**, at **Contractor Address**. Contractor's form of business organization is _____.
2. **Subject Matter:** The subject matter of this contract is services generally on the subject of photography and image processing services. 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 \$100,000.00.
4. **Contract Term:** The period of Contractor's performance shall begin on July 1, 2016 and end on December 31, 2017 with the potential of two subsequent one-year extensions contingent upon mutual agreement of the Parties and receipt of all necessary prior State administrative approvals. The State shall pay contractor only for work performed during the contract term.
5. **Prior Approvals:** If approval by the Attorney General's Office, Secretary of Administration or DII CIO/Commissioner is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.
 - Approval by the Attorney General's Office is is not required.
 - Approval by the Secretary of Administration is is not required.
 - Approval by the CIO/Commissioner of DII is is not required.
 - Approval by the CMO/Chief Marketing Officer is 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. **Source of Funds:** **Master Contract, so various agencies and fund types**
8. **Cancellation:** This contract may be canceled by either party by giving written notice at least 30 days in advance.
9. **Contact persons:** The State's contact person for this contract is **Chief Marketing Officer**; Telephone 802-000-0000; email address marketing@state.vt.us; The Contractor's contact person for this contract is **Contractor Contact Name**; Telephone **802-000-0000**; email address **Contractor Email Address**.
10. **Attachments:** This contract consists of _____ 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 Provisions for Contracts and Grants (revision date 7/1/16)
 - Attachment D – Other Contract Agreement Provisions
 - Appendix I – Contractor Performance Measures
 - Appendix II – Photo/Videographer's Authorization to Reproduce Photographic and/or Video Images and Release Form; Model Release Form Examples

- Appendix III – Statement of Work Agreement, Attachment A: Photography Request Form and Change Order Examples

11. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- Standard Contract
- Attachment C – Standard State Provisions for Contracts and Grants (revision date 7/1/16)
- Attachment D – Other Contract Agreement Provisions
- Attachment A – Specifications of Work to be Performed
- Attachment B – Payment Provisions
- Appendix I – Contractor Performance Measures
- Appendix III – Statement of Work Agreement, Attachment A: Photography Request Form and Change Order Examples
- Appendix II – Photo/Videographer’s Authorization to Reproduce Photographic and/or Video Images and Release Form; Model Release Form Examples

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

By the State of Vermont:

Date: _____
 Signature: _____
 Name: _____
 Title: _____
 Agency: _____

By the Contractor:

Date: _____
 Signature: _____
 Name: _____
 Title: _____

(Remainder of page intentionally left blank)

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The purpose of this contract is to provide **photography and image processing services to agencies, departments and divisions of Vermont state government, as well as quasi-governmental entities, on an as-needed, project-by-project basis.** The Contractor understands that during the term of this contract the State may or may not request from the Contractor some or all of the services described in this “Work to be Performed” section of this contract. In its sole discretion, the State may select any other contractors to perform these or similar services pursuant to any other State of Vermont contract bid process, as applicable. If in its sole discretion the State elects to request any such services from the Contractor, Contractor will provide such services as follows:

1. Detailed description of work, including expectations and deadlines/timeline: Professional photography services and image processing to cover a state sponsored event, create head shots, fulfill desired image lists for stock library, or set-up and photograph persons, products, landscapes, etc. in specific environment and context.

1.1 Specific service requirements. Services provided in response to requests for work to fulfill photography needs defined by the State should include at a minimum:

- 1.1.1 Set-up, arrangement, lighting, and necessary preparation for scheduled photo shoots or events;
- 1.1.2 Post-production processing (e.g. raw file conversion, film processing, film to digital processing);
- 1.1.3 Delivery of all images to the requesting state entity, with a copy to the Chief Marketing Officer (CMO), within the timeframe defined in a Statement of Work (SOW). Images should be provided in electronic format (no less than 300 dpi) on CD/ DVD or flash drive, and should include the processed and raw files of all images taken for the assigned work as defined in the SOW.
- 1.1.4 Each CD/DVD or flash drive must include an accompanying color contact sheet, either in electronic format or hard copy.

1.2 Travel and location of work. Events and photo shoots may occur at various locations around the state. The Contractor will be responsible for arranging transportation of equipment and his/her own travel to and from location. Expenses associated with travel will be limited to mileage reimbursement. Travel time will not be billable.

1.3 Equipment requirements. The Contractor must provide their own camera, lenses, memory cards, lighting, tripods, and other related imaging equipment. If using digital equipment, it must operate at no less than 16 megapixels. The Contractor must come to all assignments prepared with both mobile and studio lighting and ample back up equipment. The Contractor must have post-production processing equipment readily available to include digital imaging software (e.g. Adobe Photoshop), and access to a CD/DVD burner, high resolution scanner, and a high quality color printer. The Contractor must also have access to film processing equipment and/or services (e.g. film lab) in the event that film is used to provide services requested by the State. The Contractor must have the capacity to store images/files up to two months. Long term and archival storage will be handled through the State’s image repository system.

1.4 Image requirements. The Contractor must be able to provide images in any or all of the following formats: .psd (high resolution), .jpg, .tif, vector based (.eps). Images must be reproducible to poster or display sizes at 24" x 36" without pixilation. Contractor will process all images and all images will be toned, color corrected and at a minimum, saved for the client in a high resolution version (300 dpi at 14 inches wide) and a compressed web version (.jpg format). All work must also be backed up by the Contractor in both .jpg and RAW format. The Contractor must include a complete inventory of images provided to the State with adequate description of each image for purposes of identification.

1.5 Ownership of images. All photographs taken while performing services for the State are considered property of the State and thus the Contractor relinquishes all future rights to said property. In certain circumstances, and only when written pre-approval is obtained from the State, the State may license the photographs (work) at no cost to the Contractor for the Contractor's exclusive use in promoting the Contractor's services by means including, but not limited to, a website or direct mail. Contractor will not be licensed to sell the images nor relicense images to any third party.

1.6 Model releases. The Contractor will be responsible for obtaining appropriate signed model release forms when photographing people and minors. The State preferred model release forms can be found in Appendix II. If substitute model release forms are to be used, the forms must be reviewed and approved by the CMO prior to use. Signed model release forms must be filed with the requesting state entity and the CMO's office at the same time images are distributed. Detailed descriptions should be provided as to which model release is aligned with each image, ideally with photo title, date, number, and/or tag description.

1.7 Fulfillment of work requested. The Contractor is responsible for fulfilling the photographic needs as they are specifically defined by the state consumer in a Statement of Work. If the state customer is not 100% satisfied with the final product, the Contractor is responsible for addressing the concerns and reaching a mutually agreeable arrangement that will meet the needs of the state customer. This may involve a full reproduction of the original shoot at no additional cost to the State.

1.8 Statement of Work Process. The Parties agree to use the following process when the Contractor's above services are requested by the State:

1.8.1 The State entity desiring the above services shall contact Contractor with a detailed description of the project, including location, types of photos requested, schedule and budget.

1.8.1.1 Contractor shall complete a Statement of Work (SOW) for each project. The State preferred SOW template form can be found in Appendix III.

1.8.1.2 Contractor will provide a copy of all fully-executed SOWs to the Chief Marketing Officer for general information and record-keeping.

1.8.2 SOWs will be consistent with the terms and conditions of this Contract and include a condition confirming to the same.

1.8.3 SOWs will contain a description of the photography services needed (e.g. detailed descriptions of images needed, coverage of an event(s), head shot(s), deliverables, schedule or timing of work, period of work performance, not-to-exceed pricing, and payment provisions). Each SOW will contain a provision that, in the event that appropriations are insufficient to support the SOW, the relevant State entity may immediately cancel the SOW with notice to Contractor identifying the effective date

thereof. Any work provided prior to the cancellation of the SOW completed by the Contractor and reviewed and approved by the State will be paid in full.

- 1.8.4 SOWs must be signed by the Contractor and the administrative head of the relevant State entity before work on the project begins.
- 1.8.5 Upon execution of an SOW by all parties, the Contractor may begin work, according to the agreed upon schedule, on the elements specified in such SOW.
- 1.8.6 After execution of an SOW, if any change in project scope affect the price, deliverables, or schedule, the Contractor and the relevant State entity shall mutually agree to the changes in writing via Change Order. The State preferred Change Order template form can be found in Appendix III.

2. Contract Oversight: State agencies, departments and divisions of Vermont state government, as well as quasi-governmental entities, have the ability to work directly with the Contractor for photography and image processing services on an as-needed, project-by-project basis. Each state entity will manage and administer its own projects individually by the State's assigned staff (hereafter called "Contract Manager").

2.1 The services performed under this contract shall be reviewed by the Contract Manager, and will include deliverables and performance expectations.

2.2 Each state entity will manage its own projects and individually administer their budgets in support of their separate and distinct missions in close coordination with the Chief Marketing Officer. It is always the overriding objective of the State to identify where synergies and savings can be realized through collaboration and coordination. To that end, the CMO will exercise his/her authority to ensure that fundamental precept.

3. Work Issuance: Progress against the work to be performed, under this contract, will be reviewed by the Contract Manager. Contract Manager may assign some or all oversight responsibilities to another staff designee, and Contract Manager will notify Contractor prior to such occurrence. Changes to time, scope, and/or resources shall be discussed in advance and the impacts to the project will be determined. If the scope of work is changed causing work outside the contract's scope of services, the additional work will be reduced to writing by the State and Contractor in the form of an amendment, and only as pre-approved by the State.

4. Work Required:

4.1 Other similar work as agreed upon between the State and Contractor.

5. Other Requirements:

5.1 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/reviewed by the State prior to release.

5.2 Copyright: Upon full payment by the State, all products of the Contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted

materials in performance of work under this Contract, the Contractor shall document and provide the state with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State.

5.3 Contractor will be evaluated on work performance under this contract, see Appendix I.

(End of Attachment A)

**ATTACHMENT B
PAYMENT PROVISIONS**

The State shall pay Contractor a sum **not to exceed \$100,000.00** as follows:

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 8).
2. Copies of any subcontract agreements and tax certifications must be submitted (Attachment C, Section 19).
3. Contractor will submit monthly invoicing on a work completed basis directly to the State of Vermont agency, department, division or quasi-governmental entity that is identified in each Statement of Work under this contract. **Payment terms shall be Net 30.**
4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates, locations and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any State pre-approved reimbursable expenses (parts, materials travel, etc.) stated below. The State shall not be responsible for any expenses of the Contractor unless specifically stated below.
5. SERVICES - Contractor shall be paid for services based on the following rates or schedule:

Length of Assignment	Maximum Rate
Hourly	
Half-day (up to 4 hours)	
Full-day (up to 8 hours)	

Time is billed for all services provided on location for a shoot, including any set up, arrangement, model sourcing and administration, lighting and necessary preparation for scheduled shoots or events, actual shooting time and breakdown of equipment/lighting. **No additional time will be billed for any post production/computer work.**

6. EXPENSES: Contractor shall not buy materials and resell to the State at a profit. **All expenses must be pre-approved in advance by the Contract Manager and specifically included in an applicable Statement of Work or Change Order executed by the Contractor and the relevant state entity.** Contractor must submit detailed receipts to the State for reimbursement of all expenses, except mileage. **Travel time will not be billable.**

The State will not reimburse for the purchase of alcohol, and all such purchases must be removed from all expense reimbursement requests. Mileage, for the use of Contractor's personal or company vehicle, will be reimbursed at the State of Vermont's current given rate at the time the expense is incurred.

Expenses **Pre-Approved** by State of Vermont, if any:

•

Expense	Cost

7. In the event federal or state funds appropriated to the State of Vermont become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor's receipt of written notice calling for suspension of the work or cancellation of the Agreement.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS & GRANTS
REVISED JULY 1, 2016**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim,

then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

 - \$2,000,000 General Aggregate

 - \$1,000,000 Products/Completed Operations Aggregate

 - \$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

B. Internal Controls: In the case that this Agreement is a Grant 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).

C. Mandatory Disclosures: In the case that this Agreement is a Grant 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.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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.

15. 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.

16. 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>.

23. 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.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** 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.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. No Implied Waiver of Remedies: A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
OTHER CONTRACT AGREEMENT PROVISIONS

1. **Cost of Materials:** Contractor will not buy materials and resell to the State at a profit.
2. **Identity of workers:** The Contractor will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. [**Key Contact Names Here**]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
3. **Ownership of Equipment:** Any equipment purchased or furnished to the Contractor by the State under this Contract Agreements provided on a loan basis only and remains the property of the State.
4. **Contractor's Liens:** Contractor will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Contractor will comply with state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Contractor must provide a copy of the approval of their Equal Opportunity Plan.

(End of Attachment D)

**APPENDIX I
PERFORMANCE MEASURES**

The Contractor will be evaluated on its services performance on the following performance measures.
Low performance scores may result in no further contracts with the State of Vermont.

Performance Measures

Contractor will be evaluated on the following performance during and at the completion of this Contract.

	Failed Expectations	Met Expectations	Exceeded Expectations
Contractor Name:			
Contract #			
Met or exceeded delivery of project ‘shot list’ within assigned scope of budget and time frame.			
Overall quality of work completed.			
Demonstrated expertise in composition and execution to accomplish outcomes identified in Statement of Work.			
Statement of Work, project reporting, model releases and photography cataloging documentation submitted with billing as required in contract.			

What did the Contractor do well (**in detail**)? _____

What **specific** areas of contractor performance could be improved? _____
 If problems or areas of concern, please explain (or enter n/a) _____

Name of Person completing form (please print): _____

Title of person completing form _____

Date form completed: _____

(End of Appendix I)

Appendix D

Contact Information & Pricing for Photographers

Karen Pike Photography / Contract #32290

Effective Dates 7/1/16-12/31/17

208 Flynn Avenue, Suite 3C

Burlington, VT 05401

802-482-3661

www.kpikephoto.com

Contact: Karen Pike, karen@kpikephoto.com

PAYMENT PROVISIONS:

The State shall pay Contractor a sum **not to exceed \$100,000.00** as follows:

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 8).
2. Copies of any subcontract agreements and tax certifications must be submitted (Attachment C, Section 19).
3. Contractor will submit monthly invoicing on a work completed basis directly to the State of Vermont agency, department, division or quasi-governmental entity that is identified in each Statement of Work under this contract. **Payment terms shall be Net 30.**
4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any State pre-approved reimbursable expenses (parts, materials travel, etc.) stated below. The State shall not be responsible for any expenses of the Contractor unless specifically stated below.
5. **SERVICES** - Contractor shall be paid for services based on the following rates or schedule:

Length of Assignment	Maximum Rate
Hourly	\$200.00/hour
Half-day (up to 4 hours)	\$700.00/half-day assignment
Full-day (up to 8 hours)	\$1300.00/full-day assignment
Multi-day (requiring 4 full-days or more)	\$1000.00/day

A two-hour minimum per assignment is required outside of Chittenden County.

Time is billed for all services provided on location for a shoot, including any set up, arrangement, model sourcing and administration, lighting and necessary preparation for

scheduled shoots or events, actual shooting time and breakdown of equipment/lighting. No additional time will be billed for any post production/computer work.

6. EXPENSES: Contractor shall not buy materials and resell to the State at a profit. **All expenses must be pre-approved in advance by the Contract Manager and specifically included in an applicable Statement of Work or Change Order executed by the Contractor and the relevant state entity.** Contractor must submit detailed receipts to the State for reimbursement of all expenses, except mileage. **Travel time will not be billable.**

The State will not reimburse for the purchase of alcohol, and all such purchases must be removed from all expense reimbursement requests. Mileage, for the use of Contractor's personal or company vehicle, will be reimbursed at the State of Vermont's current given rate at the time the expense is incurred.

Expenses **Pre-Approved** by State of Vermont, if any:

Expense	Cost
Storage media (CD/DVD or flash drive) and color contact sheet(s) for final images	\$25.00 per assignment

7. In the event federal or state funds appropriated to the State of Vermont become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor's receipt of written notice calling for suspension of the work or cancellation of the Agreement.

Mike Worthington dba Worthington Images / Contract #32315 Effective Dates 7/1/16-12/31/17

241 Twin Oaks Terrace
South Burlington, VT 05403

802-578-8515

www.worthingtonimages.com

Contact: Mike Worthington, mike@worthingtonimages.com

PAYMENT PROVISIONS:

The State shall pay Contractor a sum **not to exceed \$100,000.00** as follows:

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 8).
2. Copies of any subcontract agreements and tax certifications must be submitted (Attachment C, Section 19).
3. Contractor will submit monthly invoicing on a work completed basis directly to the State of Vermont agency, department, division or quasi-governmental entity that is identified in each Statement of Work under this contract. **Payment terms shall be Net 30.**
4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates, locations and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any State pre-approved reimbursable expenses (parts, materials travel, etc.) stated below. The State shall not be responsible for any expenses of the Contractor unless specifically stated below.
5. SERVICES - Contractor shall be paid for services based on the following rates or schedule:

Length of Assignment	Maximum Rate
Hourly	\$150.00/hour
Half-day (up to 4 hours)	\$850.00/half-day assignment
Full-day (up to 8 hours)	\$1500.00/full-day assignment

Time is billed for all services provided on location for a shoot, including any set up, arrangement, model sourcing and administration, lighting and necessary preparation for

scheduled shoots or events, actual shooting time and breakdown of equipment/lighting. **No additional time will be billed for any post production/computer work.**

6. EXPENSES: Contractor shall not buy materials and resell to the State at a profit. **All expenses must be pre-approved in advance by the Contract Manager and specifically included in an applicable Statement of Work or Change Order executed by the Contractor and the relevant state entity.** Contractor must submit detailed receipts to the State for reimbursement of all expenses, except mileage. **Travel time will not be billable.**

The State will not reimburse for the purchase of alcohol, and all such purchases must be removed from all expense reimbursement requests. Mileage, for the use of Contractor's personal or company vehicle, will be reimbursed at the State of Vermont's current given rate at the time the expense is incurred.

Expenses **Pre-Approved** by State of Vermont, if any:

Expense	Cost

7. In the event federal or state funds appropriated to the State of Vermont become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor's receipt of written notice calling for suspension of the work or cancellation of the Agreement.

Nathanael Asaro Photography / Contract #32314

Effective Dates 7/1/16-12/31/17

228 Maple Street, Apt. 1
Burlington, VT 05401

802-825-1784

www.nathanaelasaro.com

Contact: Nathanael Asaro, nathanaelbtown@gmail.com

PAYMENT PROVISIONS:

The State shall pay Contractor a sum **not to exceed \$100,000.00** as follows:

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 8).
2. Copies of any subcontract agreements and tax certifications must be submitted (Attachment C, Section 19).
3. Contractor will submit monthly invoicing on a work completed basis directly to the State of Vermont agency, department, division or quasi-governmental entity that is identified in each Statement of Work under this contract. **Payment terms shall be Net 30.**
4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates, locations and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any State pre-approved reimbursable expenses (parts, materials travel, etc.) stated below. The State shall not be responsible for any expenses of the Contractor unless specifically stated below.
5. SERVICES - Contractor shall be paid for services based on the following rates or schedule:

Length of Assignment	Maximum Rate
Hourly	\$150.00/hour
Half-day (up to 4 hours)	\$500.00/half-day assignment
Full-day (up to 8 hours)	\$800.00/full-day assignment

Time is billed for all services provided on location for a shoot, including any set up, arrangement, model sourcing and administration, lighting and necessary preparation for scheduled shoots or events, actual shooting time and breakdown of equipment/lighting. **No additional time will be billed for any post production/computer work.**

6. EXPENSES: Contractor shall not buy materials and resell to the State at a profit. **All expenses must be pre-approved in advance by the Contract Manager and specifically included in an applicable Statement of Work or Change Order executed by the Contractor and the relevant state entity.** Contractor must submit detailed receipts to the State for reimbursement of all expenses, except mileage. **Travel time will not be billable.**

The State will not reimburse for the purchase of alcohol, and all such purchases must be removed from all expense reimbursement requests. Mileage, for the use of Contractor's personal or company vehicle, will be reimbursed at the State of Vermont's current given rate at the time the expense is incurred.

Expenses **Pre-Approved** by State of Vermont, if any:

Expense	Cost

7. In the event federal or state funds appropriated to the State of Vermont become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor's receipt of written notice calling for suspension of the work or cancellation of the Agreement.

Appendix E

Master Contract for Statewide Media Buyer

(Executed Original)

STATE OF VERMONT – Master Contract for Services available for use by the State of Vermont, its agencies and public bodies, through the Agency of Commerce & Community Development, Office of the Chief Marketing Officer

MASTER CONTRACTOR – HMC Advertising, LLC

1. **Parties:** This is a contract for services between the State of Vermont, its agencies, departments, divisions and public bodies for statewide use (hereafter called “State”) and **HMC Advertising, LLC**, hereafter called “Contractor” with principal place of business at **65 Millet Street, Suite 301, Richmond, Vermont 05477**; Contractor’s form of business organization is a **Limited Liability Corporation**.
2. **Subject Matter:** The subject matter of this contract is services generally on the subject of **providing media planning and buying services to the agencies, departments, divisions and public bodies of Vermont State Government on an as-needed, project-by-project basis**. 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 \$9,999,999.00**.
4. **Contract Term:** The period of Contractor’s performance **shall begin on March 1, 2015 and end on February 28, 2017. At the State’s discretion, two (2) additional one-year extensions may be offered, but only as agreed upon and reduced to writing and signed by both parties**. The State shall pay contractor only for work performed during the contract term.
5. **Prior Approvals:** If approval by the Attorney General’s Office, Secretary of Administration or DII CIO/Commissioner is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.
 - Approval by the Attorney General’s Office is is not required.
 - Approval by the Secretary of Administration is is not required.
 - Approval by the CIO/Commissioner of DII is is not required.
 - Approval by the CMO/ Chief Marketing Officer is 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 30 calendar days in advance.
8. **Contact persons:** The State’s contact person for this contract is **Heather Pelham**; Telephone **828-3208**; email address heather.pelham@state.vt.us. The Contractor’s contact person for this contract is **Paula Bazluke**; Telephone **802-434-7141**; email address paula@wearehmc.com
9. **Attachments:** This contract consists of 22 pages including the following attachments which are incorporated herein:

STATE OF VERMONT – Master Contract for Services available for use by the State of Vermont, its agencies and public bodies, through the Agency of Commerce & Community Development, Office of the Chief Marketing Officer

MASTER CONTRACTOR – HMC Advertising, LLC

- A. Attachment A – Specifications of Work to be Performed
- B. Attachment B – Payment Provisions
- C. Attachment C – Standard State Provisions for Contracts and Grants (revision date 3/1/15)
- D. Attachment D – Other Contract Agreement Provisions
- E. Appendix I – Contractor Performance Measures
- F. Appendix II – Statement of Work Agreement Example

10. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- A. Standard Contract
- B. Attachment C
- C. Attachment D
- D. Attachment A
- E. Attachment B
- F. Appendix I
- G. Appendix II

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

Please sign in Blue ink only.

By the State of Vermont:

Date: 5/20/15
 Signature: Lucy Leriche
 Name: Lucy Leriche
 Title: Deputy Secretary
 Agency: Agency of Commerce & Community Development

By the Contractor:

Date: May 4, 2015
 Signature: Paula D. Bazluke
 Name: PAULA G. Bazluke
 Title: Partner / Media Director

(Remainder of page intentionally left blank)

STATE OF VERMONT – Master Contract for Services available for use by the State of Vermont, its agencies and public bodies, through the Agency of Commerce & Community Development, Office of the Chief Marketing Officer

MASTER CONTRACTOR – HMC Advertising, LLC

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

The purpose of this contract is to provide media planning and buying services for the State of Vermont. The Contractor understands that during the term of this contract the State may or may not request from the Contractor some or all of the services described below. In its sole discretion, the State may select any other contractors to perform these or similar services pursuant to any other State of Vermont contract bid process, as applicable. If in its sole discretion the State elects to request any such services from the Contractor, Contractor will provide such services as follows:

1. Background:

- 1.1 The agencies, departments, and programs of the State of Vermont use media campaigns as part of their communication, outreach and promotion efforts tied to reaching their objectives. The Chief Marketing Officer has identified opportunity for savings and efficiencies in consolidating media dollars under one contract and coordinating multiple state media campaigns through a single media buyer to increase purchasing power and buying efficiencies.
- 1.2 This consolidation provides the media buyer more negotiating power with media vendors resulting in lower rates on behalf of the state as a whole. The lower cost per spot affords the ability to purchase more spots and the negotiation of more value added resulting in greater impact on both small and large state agency initiatives. This is particularly true for broadcast media such as television and radio.

2. Contract Oversight:

- 2.1 State agencies, departments and divisions of Vermont state government, as well as quasi-governmental entities, have the ability to work directly with the Contractor for media planning and buying services on an as-needed, project-by-project basis. Each state entity will manage and administer its own projects individually by the State's assigned staff (hereafter called "Contract Manager").
- 2.2 The services performed under this contract shall be reviewed by the Contract Manager, and will include deliverables and performance expectations.
- 2.3 Each state entity will manage its own projects and individually administer their budgets and develop communication and marketing plans in support of their separate and distinct missions in close coordination with the Chief Marketing Officer (CMO). It is always the overriding objective of the State to identify where synergies and savings can be realized through collaboration and coordination. To that end, the CMO will exercise his/her authority to ensure that fundamental precept.

3. Work Issuance:

- 3.1 Progress against the work to be performed, under this contract, will be reviewed by the Contract Manager. Contract Manager may assign some or all oversight responsibilities to another staff designee, and Contract Manager will notify Contractor prior to such occurrence. Changes to time, scope, and/or resources shall be discussed in advance and the impacts to the project will be

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MASTER CONTRACTOR – HMC Advertising, LLC

determined. If the scope of work is changed causing work outside the contract's scope of services, the additional work will be reduced to writing by the State and Contractor in the form of an amendment, and only as pre-approved by the State.

4. Work Required:

4.1 Contractor will leverage the buying power of the multiple campaigns and maximize opportunities to integrate multiple media channels within each campaign where appropriate. For each campaign, Contractor will:

4.1.1 Develop a media plan as assigned that meets the objectives of the specific campaign, which will include:

4.1.1.1 Campaign Goals: A timeline and work structure for each plan in which each campaign will contain clear strategies, tactics and measurable goals. See Appendix II for Contractor media plan campaign structure example. Contractor will review each campaign media plan's goals and objectives with the Contract Manager.

4.1.1.2 Develop Media Campaign Strategies: Contractor will research and propose strategically-selected media channels to obtain the greatest reach toward identified goals and target demographics, by:

4.1.1.2.1 Conducting research pre and post campaign period to assess audience awareness, level of understanding, behaviors, and media habits.

4.1.1.2.2 Examining the most appropriate time periods and flighting schedules for optimum exposure of the message toward the target audience in the most cost-effective manner, which may mean skewing the media buy toward niche-specific or prime-time programming; purchasing select day-parts; or researching appropriate digital or new media placements.

4.1.1.2.3 Utilizing other media avenues as agreed upon by State and Contractor which are deemed suitable.

4.1.1.3 Provide Media Plan Actions, by:

4.1.1.3.1 Producing and analyzing reports detailing the research conducted with media usage tools such as Arbitron (radio) and Nielsen (television) and generated through the State's media buying software program STRATA to determine the greatest probability of reaching the target demo with the media plan proposed by Contractor. The reports will be reviewed with the Contract Manager prior to the launch of each campaign.

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MASTER CONTRACTOR – HMC Advertising, LLC

- 4.1.1.3.2 Negotiate the most efficient buys and cost-effective rates with the media on behalf of the State including the lowest possible nonprofit rates and any bonus spots due to nonprofit status.
- 4.1.1.3.3 Develop value-added or earned media opportunities with all the media including, but not limited to: 05 or: 10 sponsorship mentions, additional no-charge placements, interviews and editorial coverage if appropriate.
- 4.1.1.4 **Important:** The scope of this work does NOT include Creative Services. These services are contracted separately, under separate Master Contracts. Any marketing campaigns that include both media buying and creative services must be documented through separate Statements of Work (one SOW for Media Buying under this contract, and a separate SOW for Creative Services under the appropriate master contract for that service).
- 4.1.2 **Manage and Review Media Placement and Delivery Effectiveness:** Contractor will analyze the media plan during and after implementation to ensure that the maximum reach and frequency are obtained. Contractor's objective will be to determine if the targeted objectives were reached, to include but not be limited to:
 - 4.1.2.1 Utilize census data provided with the aid of STRATA software to analyze the reach and frequency of all markets and overall performance of the proposed plans.
 - 4.1.2.2 Monitor all campaigns to ensure insertion orders are properly executed and any make goods (or credits) are dealt with in an expeditious manner to the benefit of the State.
 - 4.1.2.3 Traffic and manage the delivery of the creative to the media outlets to meet all station deadlines prior to campaign launch.
 - 4.1.2.4 Determine if measurement goals were attained. Contractor has access to a variety of reporting options available to track and monitor the campaign's performance throughout its duration, depending upon the medium; reports can be developed daily, weekly, quarterly, or on a per-campaign basis. Contractor and Contract Manager will mutually agree upon type of reporting, frequency of reporting, and other objectives which will be detailed in each campaign's media plan. Contractor will provide reporting to the State upon request.
- 4.1.3 Perform invoice reconciliation to ensure the State received full value of the media placement. Reconcile all media invoices to ensure proper placement, correct charges and appropriate creative were received by the State, to include but not be limited to:

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MASTER CONTRACTOR – HMC Advertising, LLC

4.1.3.1 Conduct a post-buy analysis to assess the success of the campaign and that guaranteed rating point goals for broadcast were achieved. Negotiate the use of any under-delivered rating points towards the next campaign.

4.1.3.2 Media costs will be paid by Contractor and billed at net to the state entity as per each campaign assigned.

4.1.3.3 Contractor will provide detailed reports to the State that backup invoicing of media expenses upon request.

4.2 Statement of Work Process: The Parties agree to use the following process when the Contractor's above services are requested by the State:

4.2.1 The State entity desiring the above services shall contact Contractor with a detailed description of the project, including campaign goals, target demographics, schedule and budget.

4.2.1.1 Contractor shall complete a Statement of Work (SOW) for each campaign. The State preferred SOW template form can be found in Appendix II.

4.2.1.2 Contractor will provide a copy of all SOWs to the Chief Marketing Officer for general information and record-keeping.

4.2.2 SOWs will be consistent with the terms and conditions of this Contract and include a condition confirming to the same.

4.2.3 SOWs will contain a description of the services needed (e.g. detailed descriptions of project, outreach and communication objectives, deliverables, schedule or timing of work, period of work performance, not-to-exceed pricing, and payment provisions). The State preferred SOW template form can be found in Appendix II. Each SOW will contain a provision that provides that, in the event that appropriations are insufficient to support the SOW, the relevant State entity may immediately cancel the SOW with notice to Contractor identifying the effective date thereof. Any work provided prior to the cancellation of the SOW completed by the Contractor and reviewed and approved by the State will be paid in full.

4.2.4 SOWs must be signed by the Contractor and the administrative head of the relevant State entity before work on the project begins.

4.2.5 Upon execution of an SOW by all parties, the Contractor may begin work, according to the agreed schedule, on the elements specified in such SOW.

4.2.6 After execution of an SOW, if any change in scope of a project affecting price, deliverables, or schedule is requested, the Contractor and the relevant State entity shall mutually agree to the changes in writing via Change Order.

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MASTER CONTRACTOR – HMC Advertising, LLC

4.2.7 The applicable SOW shall control the relevant project, and will be filed with this contract. All Change Orders will likewise be filed.

5. At the conclusion of each campaign, the Contract Manager will evaluate the work performance of the Contractor. A sample format and suggested performance measures are included in Appendix I. Performance measures should detail specific objectives for each campaign. The Contract Manager will provide completed performance evaluations to the Chief Marketing Officer.

(End of Attachment A)

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MASTER CONTRACTOR – HMC Advertising, LLC

**ATTACHMENT B
PAYMENT PROVISIONS**

The State shall pay Contractor a sum not to exceed **\$9,999,999.00** as follows:

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7).
2. Copies of any subcontract agreements and tax certifications must be submitted (Attachment C, Section 15).
3. **Invoicing:** Contractor shall be paid for services performed and media buys based on documentation and itemization included in invoicing. Separate invoices will be required for services and media buys. Invoices must be submitted by the Contractor directly to the State of Vermont agency, department, division or public body that is identified in each Statement of Work under this contract. **Payment terms shall be Net 30.**

3.1 Ninety Percent (90%) of Media costs shall be billed at the time of placement. Media shall be billed at net rates. The State does not pay a commission for media or media-buying services. Backup documentation for invoices submitted to the State by Contractor for media buys at the time of placement must include insertion orders detailing exact placements and costs, as confirmed by the media outlets with signature and date. Invoices received without acceptable backup with such detail will not be processed.

3.2 Contractor will reconcile media billing at the end of the campaign and will invoice for any differences between prepaid amounts of media costs and actual media costs. Backup documentation for final invoices submitted to the State by Contractor at the end of the campaign must include copies of all invoices from media outlets that detail all charges to the Contractor. Invoices received without acceptable media invoice backup with such detail will not be processed. Invoices from media shall be billed at net rates. The State does not pay a commission for services.

3.3 For any services provided under this contract, Contractor will submit invoicing at least monthly on a work-completed basis. Invoicing for services must contain a description of the service performed including dates and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any State pre-approved reimbursable expenses specified in the Statement of Work for each campaign. The State shall not be responsible for any expenses of the Contractor unless specifically stated in the Statement of Work.

3.4 Credits to the State will not be allowed under this contract. Exact amounts owed by the State must be invoiced by Contractor. In the event of an error by either party that results in a credit, payment to reconcile will be in the form of a check.

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MASTER CONTRACTOR – HMC Advertising, LLC

3.5 Statements of Work drafted by the State and all invoices from the Contractor must clearly reference ‘Master Contract #28435.’

- 4. **Timely Payment:** Contractor will attempt to resolve invoicing issues directly with the State agency or department being billed, if issues should arise. ONLY after direct attempts with the department/agency have failed, Contractor may email ruthellen.doyon@state.vt.us at the Department of Finance and Management for assistance. An outline of all attempts to resolve invoicing issues must be listed in the email, including the dates and individuals contacted, their responses, commitments and end result.
- 5. **Services:** Contractor shall be paid for services based on the following rates or schedule, except as stated in #6 below:

Service/Definition	Maximum Hourly
Strategic Planning – development of media plan and strategy, and analytical activity.	\$135.00
Media buying – negotiating with media for favorable rates and placements.	\$115.00
Implementation Management – trafficking of media spots, invoice reconciliation, and preparation of post-buy reports.	\$115.00

- 6. **Other pricing:** The State reserves the right to structure other pricing arrangements outside of an hourly rate to fulfill its media-service needs. For example, the State may have a specific project for which it would like to arrange a flat payment amount, regardless of the time it takes the contractor to complete the work to the State’s satisfaction. Such arrangements would be mutually agreed-upon between the State and the Contractor and reduced to writing and signed by both parties prior to commencement of work. An executed copy of the agreed-upon document with a detail of pricing must be submitted to the Office of the Chief Marketing Officer.
- 7. **Expenses:** Contractor shall not buy materials and resell to the State at a profit. The State shall be responsible for expenses of the Contractor, only if specifically provided for in an applicable Statement of Work or Change Order executed by the Contractor and the relevant state entity. **The State will not reimburse for mileage on this contract.** Travel time for client meetings will not be billable. The State will not reimburse for the purchase of alcohol, all such purchases must be removed from all expense reimbursement requests.
- 8. In the event federal or state funds appropriated to the State of Vermont become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor’s receipt of written notice calling for suspension of the work or cancellation of the Agreement.

(End of Attachment B)

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MASTER CONTRACTOR – HMC Advertising, LLC

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

MARCH 1, 2015

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.

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MASTER CONTRACTOR – HMC Advertising, LLC

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.

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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.

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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

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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)

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MASTER CONTRACTOR – HMC Advertising, LLC

ATTACHMENT D
OTHER CONTRACT AGREEMENT PROVISIONS

1. **Cost of Materials:** Contractor will not buy materials and resell to the State at a profit. Specifically, invoices from media shall be billed at net.
2. **Identity of workers:** The Contractor will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance [Paula Bazluke, Tom Holmes]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
3. **Ownership of Equipment:** Any equipment purchased or furnished to the Contractor by the State under this Contract Agreements provided on a loan basis only and remains the property of the State.
4. **Contractor's Liens:** Contractor will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Contractor will comply with state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Contractor must provide a copy of the approval of their Equal Opportunity Plan.
7. **Copyright:** Upon full payment by the State, all products of the contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this Contract, the Contractor shall document and provide the state with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State.
8. **Confidentiality:** Contractor must agree to keep information related to the State and all agencies and companies related to this contract confidential. The contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so unless authorized in writing by the State. Contractor will take reasonable measures as are necessary to restrict access to information in Contractor's possession to those employees on his/her staff who must have the information to perform their job, and agrees to immediately notify, in writing, the State's authorized representative in the event contractor determines, or suspects, confidential information has been inappropriately disseminated.

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9. **Proprietary or Confidential Information.** With the exception of any materials marked confidential, all documents will be available for public inspection and will be a matter of public record. If any documents include material that is considered by the Contractor to be proprietary and confidential under Vermont's Access to Public Records laws in Title 1, Chapter 5 of the Vermont Statutes Annotated or any other provision of law, the Contractor shall clearly designate the material as such, explaining why such material should be considered confidential. However, entire documents cannot be designated confidential or proprietary. Price information will not be considered confidential or proprietary information.
10. **Advertising.** The name of the State of Vermont, its logo and coat of arms, its agencies, departments and divisions, its employees and their official state titles, and other entities may not be used by the Contractor in advertising or press releases without the State's express written consent.

(End of Attachment D)

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MASTER CONTRACTOR – HMC Advertising, LLC

**APPENDIX I
 CONTRACTOR PERFORMANCE MEASURES**

The Contractor will be evaluated on its service performance on this Contract, which may be subject to more detailed evaluation criteria. Low performance scores may result in no further Contracts with the State of Vermont.

State of Vermont entities please note: Performance measures should detail specific objectives for each campaign. The list below is meant to be an example only.

Performance Measures

Contractor will be evaluated on the following performance during and at the completion of this Contract.

	Failed Expectations	Met Expectations	Exceeded Expectations
Contractor Name: HMC Advertising, LLC Contract #28435			
Demonstrated expertise in developing and executing advertising strategies to accomplish outreach and communication objectives.			
Demonstrated knowledge and expertise in both traditional and new media, or earned media, to maximize reach and frequency goals for a media campaign or communications plan.			
Overall quality of work performed.			
Met or exceeded project estimates and timelines.			

What did the contractor do well (**in detail**)? _____

What **specific** areas of contractor performance could be improved? _____

If problems or areas of concern, please explain (or enter n/a) _____

Name of person submitting form (Print) _____ Date _____

(End of Appendix I)

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Appendix II - Statement of Work Agreement Example

ACCD Master Contract #: 28435
VISION Vendor #: 227846
Agency or Department Generated SOW #: [Enter Number]

Project: [Enter Project Title]

This is a Statement of Work Agreement ("SOW Agreement") between the State of Vermont, [Enter Agency and/or Department] (hereafter called "State") and HMC Advertising, LLC, with principal mailing address of 65 Millet Street, Suite 301, Richmond, Vermont 05477, (hereafter called "Contractor"). This SOW Agreement is entered into in accordance with Master Contract #28435 ("Master Agreement"), and all of the terms and conditions of the Master Agreement are herein incorporated and made a part hereto.

Time for Performance

The term of this SOW Agreement shall begin on [Enter Start Date] and end on [Enter End Date] (the "Initial Term"). The Initial Term may be extended as the parties may agree. This SOW Agreement shall terminate upon the termination of the Master Agreement.

Scope of Work

The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth in Master Agreement Attachment A and this SOW Agreement Attachment A ("[Enter Title of Scope of Work, Proposal, or 'Marketing Form Work Request Form']").

Order of Precedence

The parties agree that, to the extent there is a real or perceived conflict between the Master Agreement and the SOW Agreement, the order of precedence of the documents, as expressed in the Master Agreement shall control. The terms and conditions of the Master Agreement remain in full force and effect and are not superseded by the SOW Agreement.

Payment

The Contractor and the State shall comply with the payment provisions set forth in Master Agreement Attachment B. The source of funds for this SOW Agreement are as follows, by percentage: [Enter Percentage] Federal Funds; [Enter Percentage] General Funds; [Enter Percentage] Other Funds.

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MASTER CONTRACTOR – HMC Advertising, LLC

ACCD Master Contract #: 28435
VISION Vendor #: 227846
Agency or Department Generated SOW #: [Enter Number]

Standard Contract Provisions

The Contractor and the State shall comply with the provisions set forth in Master Agreement Attachment C.

Waivers

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

WE THE UNDERSIGNED parties have read, understand, and agree to be bound by all of the terms and conditions of this SOW Agreement and the Master Agreement.

STATE OF VERMONT,
Date: _____
Signature: _____
Name: _____
Title: _____
Agency: _____

CONTRACTOR,
Date: _____
Signature: _____
Name: _____
Title: _____
Vendor: _____

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MASTER CONTRACTOR – HMC Advertising, LLC



Attachment A: Media Planning and Buying Project Scope

Master Contract #28435

HMC Advertising, LLC
65 Millet Street
Richmond, VT 05477

State of Vermont Agency/Department	Date Issued	Response Due
Agency of XXXX/ Department of YYYY	00/00/00	00/00/00

Contact Name	Phone	E-Mail
Name Job Title Department of YYYY Address	802-000-0000	<u>Name.name@state.vt.us</u>

Project/Job Title
Title of Project

Description/Specifications

Detailed description of campaign specifications

Demo Target:

Geo Target:

Media:

Creative:

Performance Metrics:

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MASTER CONTRACTOR – HMC Advertising, LLC

Timeframe of Project

From xxx to yyy

NOTE: End date cannot exceed expiration date of Master Contract. All vendor services and media flights must be completed before expiration date.

Budget

\$00,000 Maximum

A. Description of Response

B. Project Budget

<u>Itemize Agency Services & Fees</u>	Hourly Rate	Hours	Total
Strategic Planning Media planning and allocation	\$		\$
Media Buying / Negotiating Buying and negotiating of television, radio and internet	\$		\$
Implementation Management Trafficking of creative with traffic instructions	\$		\$
Media campaign invoice reconciliation and post buy detail reports to ensure accuracy of placement and negotiated rates	\$		\$
Total Proposed Agency Cost			\$

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MASTER CONTRACTOR – HMC Advertising, LLC

Itemize Out-of-Pocket Expenses

Other \$

TOTAL Contractor Proposed Cost: \$

Media Dollars Available to be Placed: \$

TOTAL: \$

(End of Appendix II)

Appendix F

Contact Information & Pricing for Statewide Media Buyer

HMC2 Advertising / Contract #28435

Effective Dates 3/1/15-2/28/17

65 Millet Street, Suite 301

Richmond, VT 05477

802-434-7141

www.wearehmc.com

Contact: Paula Bazluke, paula@wearehmc.com

Pricing:

Strategic Planning: \$135/hour
(Developing media plan and strategy)

Media Buying/Negotiating: \$115/hour

Implementation Management: \$115/hour
(Trafficking of media spots, invoice reconciliation, preparation of post-buy reports)

Appendix G

**Sample Statement of Work Agreement, Work Request Form,
Media Planning and Buying Project Scope Form, and Change Order Form**

*Fillable versions of these forms are available for download
on the CMO's website (cmo.vermont.gov)*



Statement of Work Agreement

Page 1 of 2

ACCD Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Contract]

Agency or Department Generated SOW #: [Enter Contract]

Project: [Enter Project Title]

This is a Statement of Work Agreement ("SOW Agreement") between the State of Vermont, [Enter Agency and/or Department] (hereafter called "State") and [Enter Vendor Name], with principal mailing address of [Enter Vendor Full Mailing Address], (hereafter called "Contractor"). This SOW Agreement is entered into in accordance with Master Contract #[Enter Master Contract Number] ("Master Agreement"), and all of the terms and conditions of the Master Agreement are herein incorporated and made a part hereto.

Time for Performance

The term of this SOW Agreement shall begin on [Enter Start Date] and end on [Enter End Date] (the "Initial Term"). The Initial Term may be extended as the parties may agree. This SOW Agreement shall terminate upon the termination of the Master Agreement.

Scope of Work

The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth in Master Agreement Attachment A and this SOW Agreement Attachment A ("[Enter Title of Scope of Work, Proposal, or Marketing Form Work Request Form]").

Order of Precedence

The parties agree that, to the extent there is a real or perceived conflict between the Master Agreement and the SOW Agreement, the order of precedence of the documents, as expressed in the Master Agreement shall control. The terms and conditions of the Master Agreement remain in full force and effect and are not superseded by the SOW Agreement.

Payment

The Contractor and the State shall comply with the payment provisions set forth in Master Agreement Attachment B. The source of funds for this SOW Agreement are as follows, by percentage: [Enter Percentage] Federal Funds; [Enter Percentage] General Funds; [Enter Percentage] Other Funds.

Standard Contract Provisions

The Contractor and the State shall comply with the provisions set forth in Master Agreement Attachment C.



Statement of Work Agreement

Page 2 of 2

ACCD Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Contract]

Agency or Department Generated SOW #: [Enter Contract]

Waivers

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

WE THE UNDERSIGNED parties have read, understand, and agree to be bound by all of the terms and conditions of this SOW Agreement and the Master Agreement.

STATE OF VERMONT,

CONTRACTOR,

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agency: _____

Vendor: _____



Attachment A: Marketing Firm Work Request Form

ACCD Master Contract #: _____

VISION Vendor #: _____

Agency or Department Generated SOW #: _____

Project: [\[Enter Project Title\]](#)

Release Date: [Click here to enter a date.](#)

Response Due: [Click here to enter a date.](#)

Agency/Department

Name: [Click here to enter text.](#)

Contact: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Contact Phone: [Click here to enter text.](#)

[Click here to enter text.](#)

Contact E-mail: [Click here to enter text.](#)

Timeline

Contract Start Date: [Click here to enter a date.](#)

Is this part of a previous marketing campaign? Yes No

Contract End Date: [Click here to enter a date.](#)

First Due Date for Creative Materials: [Click here to enter a date.](#)

Budget

“Gold” / Maximum budget for project: [Click here to enter text.](#)

“Silver” / 90% of max, or other amount as specified: [Click here to enter text.](#)

“Bronze” / 80% of max, or other amount as specified: [Click here to enter text.](#)

If the “Silver” and “Bronze” fields above are filled in by the requesting state agency, then responding marketing firms must offer proposals at each of those budget levels. This information gives state officials a way to gauge and compare value in the proposals they receive.

Maximum Allowable for Creative Development? [Click here to enter text.](#)

Other Budget Comments/Restrictions/Incentives?

[Click here to enter text.](#)



Attachment A: Marketing Firm Work Request Form

Page 2 of 3

ACCD Master Contract #: _____

VISION Vendor #: _____

Agency or Department Generated SOW #: _____

PROJECT DETAILS: [Enter Project Title]

Background

Click here to enter text.

Goals

Click here to enter text.

Target Audience

Click here to enter text.

Timeline

Click here to enter text.

Performance Measures/Reporting Requirements?

Click here to enter text.



Attachment A: Marketing Firm Work Request Form

ACCD Master Contract #: _____

VISION Vendor #: _____

Agency or Department Generated SOW #: _____

Items Requested

	<u>Need</u>	<u>Want</u>	<u>Optional</u>	<u>Don't Need</u>
Logo/Branding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Media Plan/Buy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Print Collateral Materials <i>(Brochures, Folders, Posters)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Website Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Website Content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit/Display	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Direct Mail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multimedia Production <i>(Video/Radio)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Relations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Notes

[Click here to enter text.](#)



Attachment A: Photography Work Request Form

Page 1 of 3

ACCD Master Contract #: _____

VISION Vendor #: _____

Agency or Department Generated SOW #: _____

Instructions to state agencies:

When it comes to hiring a photographer for a photo shoot, you have two options – and therefore two ways you can use this form.

Option 1 / Master-Contracted Photographers: Submit this form to one, several, or all of the photographers currently under Master Contract with the State of Vermont. The Chief Marketing Office holds “Master Contracts” with several photographers. You have the ability to use one of those Master Contracts, and the pre-negotiated rates and service terms that go with it, instead of crafting your own set of contracting documents just for your photo shoot. This time-saving process can allow you to go from “I need some photos” to a completed photo shoot in a matter of days, depending on photographer availability.

If you choose to use one of the Master-Contracted Photographers, please make sure to include the ‘ACCD Master Contract number’ for the photographer you choose in the header portion of this form. The ‘VISION Vendor number’ and ‘Agency or Department Generated SOW number’ are optional, and can be provided by your business office.

For complete instructions on using Master Contracts (including Master Contract numbers), visit:

<http://cmo.vermont.gov/photographers>

Option 2 / Pre-Qualified Photographers: Submit this form to several photographers on the state’s list of pre-qualified marketing vendors. This pre-qualified vendor list, maintained by the Chief Marketing Office, gives you more options for photographers whose work has been reviewed and vetted for state marketing projects. However, these pre-qualified photographers are not under a current contract with the state. Therefore, you will have to draw up your own contract documents once you have selected the photographer you’d like to work with. Note that the contracting process can take up to 4-6 weeks.

For a list of pre-qualified marketing vendors and their contact information, visit:

http://cmo.vermont.gov/vendors_prequal

The vast majority of state photo shoots will have budgets less than \$15,000, so you’ll be following the “simplified bid process” whether you choose Option 1 or Option 2. In other words, the Statement of Work form with this Attachment A: Photography Work Request Form is all you need to complete in order to solicit proposals from photographers (no need to go through a full, formal bid process). Once you have completed this form, you can distribute it via email to the master-contracted or pre-qualified photographers you would like to invite to work on your project.

In all cases, you must email a copy of this completed form to the Chief Marketing Office at marketing@vermont.gov before you send it to any photographers. The CMO will respond as soon as possible with approval and/or suggestions. (For example, the CMO may be aware of other state agencies needing similar photography, and may suggest a shared photo shoot under a cost-sharing arrangement.)

If you have questions, please call Heather Pelham, Chief Marketing Officer at 477-2727.

Instructions to photographers:

Review the request on pages 2 and 3, then complete your response on the bottom of page 3.



Attachment A: Photography Work Request Form

ACCD Master Contract #: _____

VISION Vendor #: _____

Agency or Department Generated SOW #: _____

Project: [\[Enter Project Title\]](#)

Release Date: [Click here to enter a date.](#)

Response Due: [Click here to enter a date.](#)

Agency/Department

Name: [Click here to enter text.](#)

Contact: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Contact Phone: [Click here to enter text.](#)

[Click here to enter text.](#)

Contact E-mail: [Click here to enter text.](#)

Project Details

Event Date: [Click here to enter a date.](#)

Event Time: [Click here to enter text.](#)

If this shoot doesn't need to happen on a specific date or time, leave blank.

Shoot Location: [Click here to enter text.](#)

Is this shoot weather-dependent? Yes No

If yes, what if the weather doesn't cooperate on the event date?: [Click here to enter text.](#)

Deadline for processed images: [Click here to enter a date.](#)

Any Budget Comments/Restrictions/Incentives?

[Click here to enter text.](#)

Photo Types Requested

	<u>Need</u>	<u>Want</u>	<u>Optional</u>	<u>Don't Need</u>
Models*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Candids*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adults*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Children*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Action*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scenic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Architecture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animals / Wildlife	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Studio Setting (Head Shots, Products)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Release forms are required for any people appearing in photos.



Attachment A: Photography Work Request Form

ACCD Master Contract #: _____

VISION Vendor #: _____

Agency or Department Generated SOW #: _____

Additional Notes

Detailed description of images needed: [Click here to enter text.](#)

How will these images be used? (Brochures, websites, videos, editorial requests, etc): [Click here to enter text.](#)

Any planned uses with specific resolution, layout or orientation constraints? For example:

Large trade-show displays Video cutaways Web banners

Other / Please specify: [Click here to enter text.](#)

Any sensitive themes, subjects or intended uses that require special treatment? [Click here to enter text.](#)

PHOTOGRAPHER RESPONSE

Firm Name: [Click here to enter text.](#)

Contact: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Contact Phone: [Click here to enter text.](#)

[Click here to enter text.](#)

Contact E-mail: [Click here to enter text.](#)

General response (questions/suggestions/comments/concerns): [Click here to enter text.](#)

Estimated Costs:

Shooting Time: [Click here to enter text.](#) Rate: [Click here to enter text.](#) Total: [Click here to enter text.](#)

Processing Time: [Click here to enter text.](#) Rate: [Click here to enter text.](#) Total: [Click here to enter text.](#)

Does this project, as described, qualify for a day rate or half-day rate?

If not, is it feasible that this project could qualify for day rate or half-day rate with minor adjustments?

If so, please elaborate: [Click here to enter text.](#)

Additional anticipated expenses (mileage, materials, etc): [Click here to enter text.](#)

Total Estimated Project Cost: [Click here to enter text.](#)



Statement of Work Agreement

ACCD Master Contract #: 28435

VISION Vendor #: 227846

Agency or Department Generated SOW #: [Enter Number]

Attachment A: Media Planning and Buying Project Scope

Master Contract #28435

HMC Advertising, LLC, 65 Millet Street, Richmond, VT 05477

State of Vermont Agency/Department	Date Issued	Response Due
------------------------------------	-------------	--------------

Contact Name	Phone	E-Mail
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Project/Job Title

Description/Specifications

Demo Target:

Geo Target:

Media:

Creative:

Performance

Metrics:

Timeframe of Project



Statement of Work Agreement

ACCD Master Contract #: 28435

VISION Vendor #: 227846

Agency or Department Generated SOW #: [Enter Number]

Budget

A. Description of Response

B. Project Budget

<u>Itemize Agency Services & Fees</u>	<u>Hourly Rate</u>	<u>Total</u>
Strategic Planning Media planning and allocation	\$135	
Media Buying/Negotiating Buying and negotiating of all media	\$115	
Implementation Management Trafficking of creative with traffic instructions	\$115	
Media campaign invoice reconciliation and post buy detail reports to ensure accuracy of placement and negotiated rates	\$115	
Total Proposed Agency Cost		
<u>Itemize Out-Of-Pocket Expenses</u>		
Other		
Media Dollars Available to be Placed		
TOTAL		



Statement of Work Change Order

Page 1 of 2

ACCD Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Contract]

Agency or Department Generated SOW #: [Enter Contract]

Contractor Name: [Enter Vendor Name]

Project: [Enter Project Title]

Change Order #: [Enter Number]

The Statement of Work Agreement ("SOW Agreement") between the State of Vermont, [Enter Agency and/or Department] (hereafter called "State") and [Enter Vendor Name], identified with the Project Title of [Enter Project Title] and dated on [Enter execution date of SOW Agreement] is amended as follows:

Maximum Amount

The maximum amount payable under this SOW Agreement, wheresoever such references to the maximum amount appear in said SOW Agreement, is changed from \$_____ to \$_____.

Term

The end date wheresoever such references appear in said SOW Agreement and its attachments, is changed from _____ to _____.

Scope of Work

The services to be provided, as set forth in this SOW Agreement Attachment A ("[Enter Title of Scope of Work, Proposal, or 'Marketing Form Work Request Form']"), are amended as follows: [Enter detailed text explaining changes to the scope of work or enter reference to an attachment if changes are outlined in a separate document].

Services to be performed must not be outside of the specifications of work to be performed as set forth in Attachment A of the Master Agreement.

Taxes Due to the State

Contractor further certifies under the pains and penalties of perjury that, as of the date this SOW Agreement Change Order 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 of Vermont.

All other terms and conditions of the SOW Agreement not hereby amended shall remain in full force and effect.



Statement of Work Change Order

Page 2 of 2

ACCD Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Contract]

Agency or Department Generated SOW #: [Enter Contract]

WE THE UNDERSIGNED parties have read, understand, and agree to be bound by all of the terms and conditions of this SOW Agreement Change Order, the SOW Agreement and the Master Agreement. (Specific corresponding Agreement numbers included on the Signature page to this amendment).

STATE OF VERMONT,

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

CONTRACTOR,

Date: _____

Signature: _____

Name: _____

Title: _____

Vendor: _____