



Request for Proposals (RFP)

Marketing and Promotional Services

Burlington International Airport
1200 Airport Drive
South Burlington, VT 05403

Date of Issuance:
April 26, 2019

Due Date:
May 31, 2019

Contact:
Gene Richards
Director of Aviation
Burlington International Airport
1200 Airport Drive
South Burlington, VT 05403

(802) 863-2874 ext. 201
grichards@btv.aero

Marketing and Promotional Services RFP

Burlington International Airport
1200 Airport Drive
South Burlington, VT 05403

I. Introduction

The Burlington International Airport (“BTV” or the “Airport”) is requesting proposals from all qualified respondents interested in providing marketing and promotional services to BTV. Proposals will be due Friday, May 31, 2019 in accordance with proposal procedures and requirements outlined below.

II. Background

BTV is a municipal department of the City of Burlington, Vermont. BTV serves over 1.3 million users annually including passengers, employees and visitors. The Airport serves as the main gateway to the State of Vermont, and the terminal facilities reflect the unique character and charm of the state.

BTV has visitors from virtually every state and country including a strong French Canadian passenger base of approximately 5 - 20%. The heavily populated area of the French speaking province of Quebec, Canada, including the City of Montreal, is less than a 2 hour drive from the Airport and it is a goal of BTV to ensure that our French speaking visitors feel as welcome as possible.

Currently, BTV is comprised of a main terminal of approximately 190,000 square feet including five (5) gates with passenger loading bridges and security screening in the North Concourse, and six (6) gates with passenger loading bridges and security screening in the South Concourse. The main entrance to BTV includes ticket counters, car rental counters, and a baggage claim area, and in addition, the Airport has a multilevel parking garage with 2,300 public parking spaces connected to the terminals via two skywalks. JetBlue, United Airlines, Delta Air Lines, American Airlines, and Frontier Airlines currently operate from BTV and provide direct service to 12 cities.

BTV also houses a Greyhound Bus terminal from which service is provided to Montreal and Boston, and seven (7) on site national brand car rental agencies, currently including Avis Rent-A-Car, Budget Rent-A-Car, National Rent-A-Car, Alamo Rent-A-Car, Enterprise Rent-A-Car, Hertz Rent-A-Car, and Dollar Rent-A-Car. The Federal Aviation Administration (FAA) classifies BTV as a small hub airport. The airlines operate approximately 30 daily scheduled departures. In 2018, there were approximately 1.3 million passengers traveling through BTV, a number that is projected to increase at an average annual rate of 1.5% through 2020.

Note: These are projections only. BTV does not guarantee their accuracy.

III. Purpose

The Airport hereby issues this Request for Proposals (“RFP”) from all interested and qualified proponents desiring to establish a marketing and promotional services contract with the Airport. It is the intent of the Airport to execute a contract with the proponent offering the most extensive and complete level of service to the Airport at the most competitive price. This concession contract will apply for the period beginning July 1, 2019 and terminate June 30, 2024.

IV. General Scope of Services

The City is seeking the following services under this RFP:

The selected consultant will be required to provide all labor, equipment, supplies, supervision, tools, and materials for the furnishing of marketing and promotional services for the Airport. Work must be performed in the most professional manner with the highest standard of workmanship and in accordance with the conditions to be set forth in the contract.

Submitting consultants should consider addressing how they can utilize the following to attract potential travelers, while delivering key performance indicators to establish a return-on-investment to the Airport:

- Media Buying;
- Graphic Design Services;
- Content Generation/ Copywriting;
- Target Market Identification;
- Market Research and Analysis;
- Material Production for Tradeshows;
- Web Hosting and Design;
- Social Media Management;
- Digital Marketing;
- Manage Marketing Budget and Activities to Establish Return-on-Investment;
- Public Relation Materials – i.e. Press Conference Coordination;
- Overall, brand Management.

V. Response Requirements and Process

Request for Proposals Format. Proposals must be prepared, in duplicate, in the manner and detail specified in this RFP, signed by an authorized official, enclosed in a sealed envelope or package, identified as follows, and mailed or delivered so as to be received by the Director of Aviation, Burlington International Airport, not later than 1:00 p.m. (EST) May 31, 2019:

Proposal for Marketing and Promotional
Services Contract

TO: Director of Aviation
Burlington International Airport
1200 Airport Drive, Ste 1
So. Burlington, VT 05403

FROM:

In order to assure uniformity in the submissions, each proposal should, at a minimum, provide the following information in the order listed below:

- Introduction: Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.
- Personnel: Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.

- **Experience:** Provide company contact information, how long you have been in business, and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.
- **Pricing and Budget:** Provide a fee schedule and total cost proposal. Also include an inventory of the types of products, if any, are to be used to meet the needs of the Airport expressed in the RFP.
- **Client References:** Provide a minimum of three client references with contact names and phone numbers for which you have provided similar services as proposed herein.

Each submitting consultant may furnish any additional data, exhibits, statements, and information, which the proponent believes, will help ensure total understanding and evaluation of its proposal by the Airport.

Deadline for Receipt of Proposals. Proposals must be received at the address and point of contact no later than 1:00 p.m. on the above due date. Late replies will not be accepted under any circumstances. Proposals must be submitted by mail and must be received by the point of contact by the required deadline.

Submittal by mail: Send 3 printed copies and 1 USB of your Proposal in a sealed envelope to the contact mailing address contained on the cover page of this Request for Proposals. The envelope should be marked with in accordance with the requirements listed above. Submissions should be made to:

**Director of Aviation
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403**

It is the responsibility of the participating vendor to ensure that the point of contact has received a completed Proposal by the required deadline.

Standards. It is not the intent of this RFP to prohibit or discourage any prospective consultant from submitting a proposal, which is based upon its trade experience as to the scope of business operation to be undertaken and as to the manner in which such operation is to be conducted. All prospective consultants are advised, however, that any major deviation from the specifications of this RFP may not be accepted. Further, the City reserves the right to reject any offer. Proposals that do not contain the information requested in this Article may be rejected without further consideration.

Evaluation Process. Proposals received by the deadline will be reviewed and evaluated by BTV. Additional information may be requested prior to final selection. BTV reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract in the City's best interests, including proposed vendor's schedule. BTV reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. Upon reviewing Proposals, BTV expects to select a consultant within a month.

Questions. Questions and requests for clarification relating to this Request for Proposals may be made via e-mail to the following:

Shelby Losier
Assistant Director of Ground Transportation

Burlington International Airport
slosier@btv.aero

Only e-mail communications will be accepted. All questions and requests for clarification must be received by May 10, 2019 at 4:00 p.m.

Pre-bid Meeting. A pre-bid meeting will be held at the Burlington International Airport, Conference Room #3, 1200 Airport Drive, South Burlington, Vermont, 05403 at 1:00 p.m., on Monday, May 13, 2019. Escorted site tours will be offered immediately following the meeting.

Notification of Status. Participating consultants who are not selected will be notified after the project has been awarded.

VI. Conditions

Contract Requirements. The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City. The selected vendor will also be required to certify compliance with the City's Livable Wage Ordinance, Outsourcing Ordinance, and Union Deterrence Ordinance (as applicable).

Indemnification. The selected consultant will act in an independent capacity and not as an officer or employee of the City. To that end, the selected consultant will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the selected consultant's acts and/or omissions in the performance of the contract.

Insurance. The selected consultant will be required to obtain insurance naming the City as an additional insured with minimum limits as established by the City.

Compliance with Law. All proposals and work completed under the proposals must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state and federal authorities. All such proposals and work completed must also be performed in accordance with the requirements of public utility corporations having jurisdiction over the work.

Limitation of Liability. Any costs incurred by any person in preparing or submitting a proposal are the sole responsibility of that person. BTV assumes no responsibility or liability for costs incurred by potential vendors and will not reimburse any person for any costs incurred as a result of the preparation of proposals in response to this RFP.

Public Records. Please take note that any and all records submitted to BTV, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of BTV. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, must be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

VII. Statutory and Other Requirements

This project may be funded with public funds and if so, will require compliance with all federal, state and local rules and regulations including, but not limited to:

Civil Rights & Equal Employment Opportunity: The selected consultant shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of assisted contracts.

DBE Obligation: The selected Consultant agrees to assure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds.

Debarment/Suspension Certifications E.O. 12549: Agency specific regulations (e.g., HUD grants, see 24 CFR 85.35 and Part 24; EPA grants, see 40 CFR Part 32).

Livable Wage Ordinance City of Burlington Code of Ordinances: Requires payment of an annually adjusted "livable wage" to employees working on the project.

Lobbying. For any Agreement exceeding one hundred thousand dollars, the selected consultant certifies by signing any agreement with the Airport that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C.

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

VIII. Amendments

It is potential consultants' responsibility to review the Airport's web site, www.btv.aero and ascertain whether any amendments have been made prior to submission of a proposal. A potential consultant who does not have access to the Internet, must notify BTV that the consultant wishes to receive copies of changes, amendments, or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP — if any — shall be made in writing only.

IX. Attachments

The following documents are attached to this RFP. Submitting consultants must review each document, understand that they will be required to agree to these conditions, and sign the applicable certifications.

- A. Attachment A: Burlington General Consultant Contract
- B. Attachment B: Livable Wage Certification
- C. Attachment C: Outsourcing Certification
- D. Attachment D: Union Deterrence Certification

***** End of Request for Proposals *****

ATTACHMENT A

Burlington General Contract Conditions

ATTACHMENT C

BURLINGTON CONSULTANT CONDITIONS

- 1. ABBREVIATIONS:** Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AGC	Associated General Consultants of America
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FSS	Federal Specifications and Standards
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

- 2. RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials or equipment. The Parties agree that neither the Consultant nor its Principal is entitled to any employee benefits from the City. Consultant understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, the City’s worker’s compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Agreement is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

- 3. INDEMNIFICATION:** The Consultant shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant’s acts and/or omissions in the performance of this Agreement. If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant

shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

- 4. INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. In the event that this Agreement extends to greater than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Certified copies of any insurance policies may be required. Each policy shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. It is agreed that the liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. GENERAL LIABILITY AND PROPERTY DAMAGE:** With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent Consultants' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Fire Damage (Any one fire) | \$ 250,000 |
| 6. Legal/Liability | \$ 50,000 |
| 7. Med. Expense (Any one person) | \$ 5,000 |

- B. WORKERS' COMPENSATION:** With respect to all operations performed, the Consultant

shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Agreement. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 policy limit; \$100,000 each employee

C. PROFESSIONAL LIABILITY INSURANCE:

1. General. The Consultant shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles. The Consultant is responsible for any and all deductibles.

3. Coverage. Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Agreement and for a period of five years following substantial completion of construction.

D. AUTOMOBILE LIABILITY: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit for each occurrence.

E. VALUABLE PAPERS AND RECORDS INSURANCE: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. UMBRELLA LIABILITY:

1. \$1,000,000 Each Event Limit

2. \$1,000,000 General Aggregate Limit

5. GENERAL COMPLIANCE WITH LAWS: The Consultant shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-

Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

- 6. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identify, national origin, physical disability or veteran status.

The Consultant shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The Consultant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The Consultant shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

- 7. TAX REQUIREMENTS:** By signing the Agreement, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement
- 8. REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Agreement is effective. This registration must be complete prior to Agreement execution.
- 9. PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel, for responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the City, during the life of the Agreement, the Consultant shall not employ:

1. Personnel on the payroll of the City who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the City shall have the right to annul the

Agreement, without liability to the City, and to regain all costs incurred by the City in the performance of the Agreement.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the City in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

- 10. TRANSFERS, SUBLETTING, ETC:** The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Agreement, without prior written consent of the City and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's agreement shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Agreement.

The services of the Consultant, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the City. Any authorized sub agreements shall contain all of the same provisions for and attached to the original Agreement with the City.

- 11. CONTINUING OBLIGATIONS:** The Consultant agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the City may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

- 12. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Agreement. The Consultant agrees to allow access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Agreement without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the Agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

- 13. PROPRIETARY RIGHTS:** The Parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

- 14. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of

City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

15. RECORDS RETENTION: The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, EDM, accounting records, and other evidence related to the City, at any time during this Agreement and for a period of at least three (3) years after its termination. The Consultant further agrees that the City shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City if requested. Consultant, sub-consultants, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

16. APPEARANCES:

A. Hearings and Conferences. The Consultant shall provide professional services required by the City and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement.

The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Agreement.

B. Appearance as Witness. If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Agreement.

17. CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

18. APPENDICES: The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Agreement.

19. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

20. FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither Party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Agreement.

21. CITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions, which are not exclusive:

1. Breach of Agreement. Administrative remedies - the City may terminate this Agreement due to a breach by Consultant. Termination for breach of Agreement will be without further compensation to the Consultant.
2. Termination for Cause. The City may, upon written notice to the Consultant, terminate the Agreement, as of a date to be specified by the City, if the Consultant fails to complete the designated work to the satisfaction of the City, within the time schedule agreed upon. The Consultant shall be compensated on the basis of the work performed and accepted by the City at the date of final acceptance of the Agreement.
3. Termination for Convenience. In addition to its rights and options to terminate this Agreement as provided herein, the City may, at any time prior to completion of services specified under the Agreement, terminate the Agreement by submitting written notice to a Consultant, within not less than fifteen (15) days prior to the termination date, via certified or registered mail, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

22. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Agreement.

23. RESPONSIBILITY FOR SUPERVISION: The Consultant shall assume primary responsibility for

general supervision of Consultant employees and his/her or their sub-consultants for all work performed under the Agreement and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

- 24. INDEPENDENCE:** The Consultant shall act in an independent capacity and not as officers or employees of the City.
- 25. UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.
- 26. PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.
- 27. INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.
- 28. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Agreement, it shall return to City all materials provided to it during its engagement on behalf of City.
- 29. PLANS RECORDS AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
- 30. DESIGN STANDARDS:** Unless otherwise specifically provided for in the Agreement, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Agreement. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
- 31. REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement

by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

32. BINDING NATURE AND JURISDICTION: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This Agreement shall be governed by Vermont law, and the Consultant expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

33. PAYMENT PROCEDURES: The City shall pay, or cause to be paid to the Consultant or the Consultant's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under an agreement, shall be conclusive evidence of the performance of said agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall expire.

34. PAYMENT FOR ADDITIONS OR DELETIONS: The City may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

35. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or

abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the Consultant until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time, which may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

36. ASSIGNMENT: The Contractor agrees not to sublet or assign this Work without the written consent of the City.

37. WAIVER: No waiver by City of any breach of this Agreement by the Contractor shall constitute a waiver of any subsequent breach by the Contractor, and no delay in enforcement of any breach shall be deemed a waiver of that breach.

ATTACHMENT B

Livable Wage Ordinance Certification

ATTACHMENT B

Certification of Compliance with the City of Burlington's Livable Wage Ordinance
(TO BE SUBMITTED WITH BID)

I, _____, on behalf of _____ ("the Contractor") in connection with a contract for _____ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

1. As a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;
2. A notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;
3. We will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;
4. We will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and
5. We will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Dated this ____ day of _____, 2018.

By: _____
Contractor

Subscribed and sworn to before me: _____
Notary

ATTACHMENT C
Outsourcing Ordinance Certification

ATTACHMENT C

Certification of Compliance with the City of Burlington's Outsourcing Ordinance
(TO BE SUBMITTED WITH BID)

I, _____, on behalf of _____
(Contractor) and in connection with the

_____ [project], hereby certify under oath that (1)
Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated this ____ day of _____, 2018.

By: _____
Contractor

Subscribed and sworn to before me: _____
Notary

ATTACHMENT D

Union Deterrence Ordinance Certification

ATTACHMENT D

Certification of Compliance with the City of Burlington's Union Deterrence Ordinance

(TO BE SUBMITTED WITH BID)

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that _____ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated this _____ day of _____, 2018.

By: _____
Contractor

Subscribed and sworn to before me: _____
Notary