

**BURLINGTON PARKS, RECREATION & WATERFRONT  
REQUEST FOR PROPOSALS SPONSORSHIP & ADVERTISING ADMINISTRATION**

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# BURLINGTON PARKS, RECREATION & WATERFRONT REQUEST FOR PROPOSALS SPONSORSHIP & ADVERTISING ADMINISTRATION

## SUMMARY

The City of Burlington department of Parks, Recreation & Waterfront (hereinafter referred to as “BPRW”) requests proposals from all interested and qualified proponents desiring to administer the sponsorship and advertising program for our Parks system. Proposals will be due **by 3:00 PM, on \_\_\_\_\_** in accordance with proposal procedures and requirements outlined in this RFP document that will be available via the City of Burlington’s website. It is the Respondent's responsibility to email BPRW's contact person, Diana Wood (dmwood@burlingtonvt.gov), and ascertain whether any amendments have been made prior to submission of a proposal. All amendments, if any, will be made by \_\_\_\_\_, **and concurrently made available on the City's website <https://www.burlingtonvt.gov/rfp/>**. A Respondent who does not have access to email, must notify BPRW in accordance with Section 7, Restrictions on Communication, that Respondent 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.

This information can be made available in alternative formats for persons with disabilities. Please note that the City is committed to ensuring that Disadvantaged Business Enterprise (DBE) firms participate to the maximum extent possible in all work at BPRW. Also, the contractor on this work will be required to comply with the Equal Employment requirements of the City of Burlington and may be required to comply with provisions of the City's Livable Wage, Non-Outsourcing, and Anti-Union Deterrence Ordinances.

It is the intent of BPRW to fully evaluate all proposals received and to select the proposal it considers most satisfactory for the provision of administering a sponsorship and advertising program at BPRW. BPRW reserves the right to reject any and all bids and to conduct advertising services in house as well as waive any technical or legal deficiency or to accept any bid deemed to be in the best interest of BPRW.

Best Regards,

Diana Wood

Marketing & Outreach Manager

Burlington Parks, Recreation & Waterfront

**BURLINGTON PARKS, RECREATION & WATERFRONT  
REQUEST FOR PROPOSALS SPONSORSHIP & ADVERTISING ADMINISTRATION**

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**PROJECT OBJECTIVE AND OVERVIEW**

**1) Objective**

- a) The City of Burlington Department of Parks, Recreation and Waterfront (BPRW) seeks an established development professional with a proven sales record to recruit and maintain special event sponsorships as well as advertising assets associated with the City's recreation properties (e.g. event sponsorships, street banner program, athletic league sponsorships, arena dasher boards, etc.) that maximizes revenue to support the department’s mission and programs.
- b) The Sponsorship and Advertising Administrator (SAA) will develop annual sponsorship levels for a wide variety of special events and work closely with the marketing team to ensure proper fulfillment of the City's sponsorship obligations. The contract will be maintained for one-year with an option to renew for an additional three years, contingent upon the success of the program.
- c) This Request for Proposals (“RFP”) covers the areas available for the operation of advertising in BPRW. The enclosed documents provide instructions, background information, and the required proposal forms from which Respondents are to develop their formal proposals to BPRW. There is no expressed nor implied obligation in these documents for BTV to reimburse Respondents for any expenses incurred in preparing proposals in response to this RFP.

**2) Anticipated Schedule\***

Event	Date/Time
Issue RFP	2020
Respondents’ Questions Due	2020 by 4:00 pm
BPRW’s Final Written Responses to Questions	2020
Proposal Submissions Due	2020 by 3:00 pm
Clarifications and/or Interviews (if needed)	, 2020
Notification of Selection	, 2020
Contract Commencement	, 20202

\*Dates subject to change

**3) Background**

- a) Objective:  
BPRW desires to offer unique advertising and sponsorship opportunities for local businesses and organizations that desire to connect with park visitors and recreation participants. The program should incorporate traditional advertising and sponsorship partnerships, as well as explore innovative, cutting-edge tools and practices that reflect current and future trends in public space advertising in a way that promotes partnership and sponsors in a subtle, yet effective, marketing environment.

b) Assets:

Burlington's park system offers important social spaces for residents and visitors alike.

The popular Waterfront Park draws thousands of visitors every year to attend concerts and other ticketed events, or just to catch amazing sunsets. The Community Boathouse and North Beach Campground see more than 5,000 visitors each season. Many vacationers come from Canada and beyond. Thousands of people enjoy Lake Champlain at our three public beaches every summer.

The department's recreation programs have over 5,500 participants annually. Ages range from school age children to adult seniors. Our summer Recreation & Nutrition programs served more than 7,000 meals this summer at its four locations throughout the city.

Our City produced events - Kids Day, July 3<sup>rd</sup>, Halloween Howl, Leddy Park Beach Bites and the Burlington Winter Bash - are free events for the community. It is estimated that 30,000 people enjoy the July 3<sup>rd</sup> Fireworks event. Our volunteer counters estimated that 5,000 attend Kids Day.

We oversee 520 acres of parks and open spaces; from small pocket parks to large regional parks. Amenities in the parks include 7 seasonal restrooms, more than 12 picnic areas, 17 playgrounds, 2 dog parks, 3 rentable shelters, 18 tennis courts, 14 playing fields, 12 soccer fields, 18 tennis courts, 12.5 basketball courts and 13 ballfields.

We operate three recreation facilities. The Miller Recreation Center, with a full gym, large community room, kitchen and additional rooms for activities. The Center for Recreation & Education (C.O.R.E.) is part of the ONE Community Center. That location hosts the Champlain Senior Center and the Youth Center, and has a gym and classrooms available for rent. We also work with many non-profit partners at that location including Very Merry Theater, AALV, the Hindu Temple, Vermont Adult Learning, the Family Room and others. Leddy Ice arena offers Olympic and Studio sized rinks. There is also a food concession space at Leddy. We estimate that Leddy Ice Arena has 200,000 visitors every season.

Each year we engage over 2,000 volunteers and partners that provide 13,500 hours of work supporting our parks and recreation programs. Volunteers assist in parks restoration, community gardens, events, recreation programs and more.

For more information about the parks system see our [website](#) and our [Master Plan](#).

c) Current advertising and sponsorships:

- Banners over Main St and Shelburne Rd
- Posters at Westlake Condominiums on Battery St
- Dasher Boards at Leddy Ice Arena
- Youth sports league sponsorships
- Event sponsorships
  - Kids Day
  - July 3<sup>rd</sup>
  - Halloween Howl
  - Burlington Winter Bash
  - Leddy Park Beach Bites

Current income from existing ads and sponsorships is approximately \$97,000

- c) Potential new opportunities
  - Posters at the Waterfront info booth
  - Light pole banners along the Waterfront boardwalk and Pease parking lot
  - Ads in the recreation brochures
  - Digital ads on a public WiFi gateway network
  - Ads on tv screen/directory at Miller
  - Ads/flyers in restrooms
  - Ads on our website
  - Gym walls and floors
  - Facility Lobbies
  - Trash and recycling containers
  - Named opportunities for improvements to major capital infrastructure
  - Food concessions
  
- d) Programs and Events that benefit from sponsorship
  - Free public events
  - Senior Center programs
  - Summer Recreation & Nutrition
  - Youth programs
  - Youth Center at the ONE Community Center
  - Parks, public spaces and natural areas

## PROPOSED TERM OF AGREEMENT

- 4) The Sponsorship and Advertising Administrator (SAA) Agreement (“Agreement” or “Contract”) will become effective and binding upon execution by BPRW and Contractor (also “Administrator”), but not less than ten (10) days after signing the contract agreement.
- 5) This contract position is eligible for bonuses based on the new income generated. Existing contracts and sponsors for events will be managed and maintained by BPRW.
- 6) The term is as follows: ONE (1) year contract, with the option to renew for up to Three (3) years
- 7) Burlington Parks, Recreation & Waterfront will provide a complete list of current advertisers, sponsors and all advertising programs in place. Existing agreements and terms with current advertisers and sponsors will continued to be honored through their agreements.
- 8) Prior to the start of this agreement, the Contractor must submit a detailed work plan and schedule (“Development Plan”) to the Marketing & Outreach Manager (“Manager”) for approval. Proposals should anticipate bringing new sponsorships and advertising into operation no more than 60 days after commencement of Agreement

## PROPOSAL REQUIREMENTS

- 9) Proposals must be submitted pursuant to the instructions in this RFP. In evaluating the proposals, BPRW will consider separately each of the areas identified in this RFP. While revenue to BPRW is important, it is only one of the elements of the evaluation process. Proposals will be evaluated and weighed based on all the evaluation criteria. The information contained in this RFP is primarily for background information. Use of the information contained in this section does not relieve the Respondent from the responsibility of reviewing thoroughly all of the terms, conditions, restrictions, provisions, and information contained throughout this RFP. This RFP shall constitute a single document, and no part thereof may be relied upon separate and apart from the other sections of this RFP.
- 10) Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**
- 11) Respondent may not subcontract any work or services without prior express consent of BPRW.
- 12) Respondents should consider addressing how they can:
  - a) Optimize revenue to BPRW;
  - b) Incorporate innovative, cutting-edge technology, tools, and methods that reflect current and future trends in advertising;
  - c) Maintain a commitment to BPRW's brand and image through coherent and complementary advertising;
  - d) Generate excitement about BPRW's public spaces, programs and events;
  - e) Create a sophisticated advertising program;
  - f) Include unique sponsorship opportunities;
  - g) Provide partnership opportunities between BPRW and local advertisers;
  - h) Retain traditional advertisers and attract new advertisers that are relevant to the local residents and visitors to Burlington; and
  - i) Align the program with the departments Mission & Vision
- 13) Respondent's Proposal should include the following items in the following sequence:
  - a) **COVER/INTRODUCTORY LETTER:** Summarize the Respondent's background and staff qualifications and expertise.
  - b) **DEVELOPMENT PLAN & COMPENSATION SCHEDULE AND:** Complete and submit RFP Attachment C – Compensation Schedule Form, in addition to a comprehensive development plan. BPRW encourages renderings and visual aids.
  - c) **Projected Sales, Net Income and Cash Flow Statements.** Provide a good faith pro forma estimated annual financial performance by category for the term of the contract. Include the following:
    - d) Expected annual gross sales;
    - e) Operating expenses;
    - f) Net income and cash flow;

- g) Effect of proposed compensation to the Burlington Parks, Recreation & Waterfront department on net income and cash flow; and
- h) Major assumptions used in developing the sales projections.
- i) RESPONDENT QUESTIONNAIRE: Complete and submit a Respondent Questionnaire.
- j) LITIGATION DISCLOSURE: Provide a statement that your company is not involved in any litigation with the City of Burlington, its elected or appointed officials or employees. If you are or have been involved in litigation with another municipality where you have done business, this should also be disclosed.
- k) AFFIDAVIT OF GOOD STANDING: Provide an Affidavit of Good Standing, indicating that you have not been debarred from work, in default or arrearage under any previous or existing contract(s) with the City of Burlington, any Federal Agency, and/or the State of Vermont.
- l) FINANCIAL INFORMATION: Respondent must submit with proposal, the following financial statement:
  - m) If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three (3) complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.
  - n) If Respondent is a wholly owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
  - o) If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint venture must be submitted. Individuals required to provide financial information must submit the three (3) most recent personal tax returns and a current statement of net worth.
  - p) If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.
- q) BPRW reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.
- r) PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverage and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- s) SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- t) ACKNOWLEDGEMENT OF ADDENDA: Respondent acknowledgement of receipt of all RFP addenda to found in RFP Attachment E
- u) CERTIFICATIONS: Complete and submit the Livable Wage Ordinance Certification; Outsourcing Ordinance Certification; and Union Deterrence Ordinance Certification all found in RFP Attachment F.
- v) PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment G

## AMENDMENTS TO RFP

- 14) All amendments, if any, will be made by \_\_\_\_\_, and concurrently made available via BPRW's website- <https://enjoyburlington.com/opportunities/requests-for-proposals/>. A Respondent who does not have access to email, must notify BPRW that Respondent 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.

## SUBMISSION OF PROPOSALS

- 15) Respondent shall submit Proposal via email to

Diana Wood - Marketing & Outreach Manager

dmwood@burlingtonvt.gov

Burlington Parks, Recreation & Waterfront

Message must include the subject "Sponsorship and Advertising Administrator RFP"

- 16) All Proposals must be received no later than 3:00 p.m., \_\_\_\_\_ at the email address listed above. Proposals submitted prior to the above time and date may be modified provided such modifications are received prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.
- 17) Proposal Format: Each proposal shall be type written, single-spaced and submitted digitally in a Word or PDF file format. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1/2" around the perimeter of each page. A proposal may not exceed twenty (20) pages in length, excluding financial information and response to RFP Attachment A – J. Include additional electronic files as attachments or sent via file transfer. Check to ensure that all hyperlinks to websites, or URLs function correctly. Each proposal must include the sections and attachments in the sequence listed in the RFP Section, Proposal Requirements, and each section listed in a Table of Contents page as indicated in RFP Attachment H – Proposal Checklist. Failure to meet the above conditions may result in disqualification of the proposal.
- 18) Respondents who submit proposals to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number in their proposal's Respondent Questionnaire.
- 19) If a Respondent is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Manager shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- 20) All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred-twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the Contract.



- 21) All proposals become the property of the BPRW upon receipt, thereby also becoming a public record, and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, BPRW cannot guarantee that it will not be compelled to disclose all or part of any public record, since information deemed to be confidential by Respondent may not be considered confidential under Vermont law, or pursuant to a Court order.
- 22) Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, or during any phase of the selection process, shall be borne solely by Respondent.

## EVALUATION CRITERIA

- 23) BPRW will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. BPRW may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated will include the items listed below. BPRW or the selection committee, if appointed, may select all, some or none of the Respondents for interviews. If BPRW elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. BPRW may also request additional information from Respondents at any time prior to final approval of a selected Respondent. BPRW reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Parks & Recreation Commissioners, and the Parks Recreation & Waterfront department.

- 24) **Criteria Details:**

30 points - Experience, background and qualifications

- Demonstrate proficiency and experience in marketing/sponsorship practices and strategies
- Proven ability to enforce department and city branding standards
- Demonstrate ability to establish and maintain rapport with current and prospective clients while managing multiple customers and meeting deadlines

30 points - Sales and communication skills

- Possess excellent oral, written, and presentation skills
- Prepare routine narrative and/or statistical reports
- Make out-of-the-office sales calls and presentations to potential clients; handle special event and advertising inquiry calls; negotiate custom sponsorship packages

30 points - Quality of advertising & sponsorship plan development

- Develop and implement an annual advertising and sponsorship sales plan
- Research, prospect and establish leads for corporate and local small business relationships followed by an introductory needs analysis/ discovery meeting utilizing a consultative sales approach
- Build and manage relationships with businesses who contribute in-kind and monetary items to programs, events and festivals
- Proven record of meeting and exceeding quarterly and yearly financial goals

10 points - Completeness and Comprehensiveness of the response

- 25) BPRW will also consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with BPRW or other entities in terms of quality of concession or

business operation and reputation. BPRW may solicit from other departments of the City of Burlington, other government agencies and any other available sources, relevant information concerning the Respondent's record of past performance.

- 26) Responses also will be evaluated to ensure compliance with all applicable local, state, and federal laws, ordinances, statutes, and/or codes.

## RESTRICTIONS ON COMMUNICATION

- 27) Respondents are prohibited from communicating with elected and appointed City of Burlington officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the Contract is posted as a Burlington City Council Agenda item, except as provided below.
- 28) Respondents are prohibited from communicating with Burlington Parks & Recreation Commission members and department employees, except as allowed under this section, from the time the RFP has been released until the Contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with Burlington International Airport employees include:
  - 29) Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until 4:00 p.m., on \_\_\_\_\_. Questions are to be sent by e-mail to [dmwood@burlingtonvt.gov](mailto:dmwood@burlingtonvt.gov). However, questions sent by mail will also be accepted.
- 30) Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, the scheduling of which is at the sole discretion of BPRW, if any, verbal questions and explanations will be permitted.
- 31) Burlington Parks, Recreation & Waterfront reserves the right to contact any Respondent to negotiate if such is deemed desirable by the department.

## AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- 32) Burlington Parks, Recreation & Waterfront reserves the right, in its sole discretion, to award a contract in response to this RFP.
- 33) The Contract, if awarded, will be awarded to the Respondent, or Respondents, whose Proposal is deemed most advantageous to BPRW, as determined by the selection committee, upon final approval of the Burlington City Council.
- 34) BPRW may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of BPRW. However, final selection of a Respondent is subject to Burlington City Council approval.
- 35) BPRW reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. BPRW also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

- 36) No work shall commence until the City of Burlington signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on the City of Burlington until approved by the City's Attorney. In the event the parties cannot negotiate and execute a contract within a reasonable time or other time specified, the City of Burlington reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent and/or Respondents.
- 37) This RFP does not commit the City of Burlington to enter into a Contract, award any services related to this RFP, nor does it obligate BPRW to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- 38) If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- 39) Independent Contractor: Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract are not employees of the City of Burlington or the Parks, Recreation & Waterfront department. Contractor shall be an independent contractor and responsible for its respective acts or omissions, and that BPRW shall in no way be responsible for selected Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- 40) BPRW reserves the right to reject any and all proposals and to invite new proposals, or take such other course of action as BPRW deems appropriate at BPRW's sole and absolute discretion.
- 41) Non-Exclusivity: BPRW will not enter into an exclusive agreement with the selected Respondent. There are currently other advertising agencies at BPRW selling products similar to those contemplated by this RFP. Further, at any time during the term of the Agreement, BPRW, at its own discretion, may enter into other agreements for advertising concepts similar to those those of the selected Respondent. Nothing herein is to be construed to grant and/or authorize the granting of an exclusive right to a Respondent.
- 42) Public Accommodation Laws: The Agreement will include a provision that the selected Respondent must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of American with Disabilities Act of 1990 and all regulations thereunder.
- 43) Respondent must be capable and willing to operate the program in the manner set forth in the Proposal. Alterations, additions and/or modifications will not be accepted and may be cause for rejection of the Respondent's proposal.

## REFERENCES

- 44) Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years. Remaining three shall include references in which Respondent has provided similar services.

**Reference No. 1: (Financial Institution)**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**Reference No. 4:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

## EXPERIENCE, BACKGROUND, QUALIFICATIONS

- 45) Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. If proposing for more than one space, Respondent must clearly identify the Space # to which the information pertains.
- 46) Describe Respondent's experience relevant to the scope of sponsorship and advertising services contemplated by this RFP, with emphasis upon operation and management experience as a consultant for non-profit or government agency. List relevant operation and management experience for businesses of similar size and scope by including the following:
- Name and location/address for each;
- advertising concepts offered;
  - Average annual sales volume; and
  - Length of time and reason(s) for leaving or closing business.
  - Provide examples of previous advertising and sponsorship packages, if available.
- 47) List key personnel who will be assigned and actively involved in the management and operation of the proposed program (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).
- 48) If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint ventures have worked together in the past.

- 49) Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## Letter of Credit (LOC)

- 50) Simultaneously with its delivery of the executed Contract, the successful Respondent shall furnish a LOC as security for faithful performance of this Contract equal to three (3) months' worth of minimum annualized guaranteed compensation as defined in the executed Contract. The irrevocable LOC shall be from a financial institution and acceptable to the City.

DRAFT

## ATTACHMENT A: BURLINGTON CONSULTANT CONDITIONS

- 1. 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(s) or employees is entitled to any employee benefits from the City. Consultant understands and agrees that it and its Principal(s) or employees 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.

- 2. 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. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.
- 3. 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](http://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 (with the exception of professional liability and worker's compensation) 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 Contractors' 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 each employee

**C. PROFESSIONAL LIABILITY INSURANCE:**

1. General. The Consultant shall carry \_\_\_\_\_ 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

**4. 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.

- 5. 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 identity, national origin, disability or veteran status. Consultant, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.
- 6. CHILD SUPPORT PAYMENTS:** By signing the Agreement, the Consultant certifies, as of the date of signing the Agreement, that the Consultant (a) is not under an 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. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.
- 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, that the Consultant 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 with appropriate and valid licensure, to the extent a license is required for the work performed. 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. Any City employees 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 as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing 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, shall not be transferred without written authorization of the City. Any authorized sub agreements shall contain all of the same provisions contained in and attached to the original Agreement with the City.

**11. CONTINUING OBLIGATIONS:** The Consultant agrees that if because of death, disability, 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 unless the City agrees to terminate the Agreement because it determines that the Consultant is unable 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 the City 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 express written 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 the manufacture, use, and disposition of each such discovery or invention 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, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the consultant in the performance of this agreement which are related to the City, at any time during this Agreement and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. 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 in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. 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, to the extent permitted by law, 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 to the Work 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 conditions 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 Work.
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 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.
4. Contract Disputes. In the event of a dispute between the parties to this agreement each party will continue to perform its obligations unless the Agreement is terminated in accordance with these terms.

**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 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. The Consultant shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Agreement.
- 24. PERFORMANCE IN ACCORD WITH PROFESSIONAL STANDARDS:** Consultant shall perform the Work in the best and most workmanlike manner consistent with professional standards. If any of the Work is rejected by the City as failing to meet professional standards, Consultant will remove and replace the defective portions to the satisfaction and approval of the City, at the cost and expense of Consultant.
- 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 19 V.S.A. § 35 and §.503, 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. 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. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. 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 incurred, the 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 end.

**33. 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. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

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 that 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.

**34. CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subcontractors, if any.

**35. NO GIFTS OR GRATUITIES:** The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Agreement.

**36. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work.

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## ATTACHMENT B: RESPONDENT QUESTIONNAIRE

Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the Agreement, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #f for each Co- Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it appears on contract, if awarded.)

Contact Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent and complete one of the next three statements.

- Corporation
- Limited Partnership
- Corporation
- General Partnership
- Limited Liability Company
- Individual (no additional page required)

PARTNERSHIP STATEMENT

If a PARTNERSHIP, answer the following:

a. Date of Organization?

b. State of Organization?

c. General Partnership ( ) Limited Partnership ( )

d. Partnership Agreement recorded? Yes ( ) No ( )

e. Has the Partnership done business in Vermont?

Yes ( ) No ( ) When?\_\_\_\_\_

f. Name, address, and partnership share of each general partner:

	<u>Name</u>	<u>Address</u>	<u>Share</u>
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%

LIMITED LIABILITY COMPANY STATEMENT

If a LIMITED LIABILITY COMPANY, answer the following:

a. Date of Organization?

b. State of Organization?

c. General Partnership ( ) Limited Partnership ( )

d. Articles of Information recorded? Yes ( ) No ( )

e. Has the LLC done business in Vermont?

Yes ( ) No ( ) When? \_\_\_\_\_

f. Name and address of each Manager:

Name

Address

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

g. Name and ownership share of each Member:

Name

Shares

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

CORPORATION STATEMENT

If a CORPORATION, answer the following:

a. When incorporated?

b. Where incorporated?

c. Is the corporation authorized to do business in Vermont?

(1) Yes (  ) No (  ) If so, as of what date? \_\_\_\_\_

(2) If Vermont is not state of incorporation:

a. Address of the registered agent in Vermont:

b. Name of registered agent in Vermont at such office:

c. NOTE: Certificate of Authority to transact business in Vermont should be attached.

d. The Corporation is held: Publicly (  ) Privately (  )

e. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

**DIRECTOR'S NAME AND ADDRESS**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**OFFICERS NAMES**

**POSITION**

- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**PRINCIPAL  
SHAREHOLDER'S  
NAME**

**PERCENTAGE  
OWNERSHIP**

**BUSINESS  
AFFILIATION  
Other than Proposer**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

## ATTACHMENT C: LIVABLE WAGE ORDINANCE

### ARTICLE VI. LIVABLE WAGES<sup>1</sup>

#### 21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

#### 21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.
- (c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
  - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;
  - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."
- (e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and



maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section 21-82.

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-82 Livable wages required.**

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-four cents (\$13.94) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (\$15.83) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont

that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

### **21-83 Applicability.**

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-84 Enforcement.**

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

(1) Verification of an individual employee's compensation;

(2) Production of payroll, health insurance enrollment records, or other relevant documentation; or

(3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

(1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;

(2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;

(3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and

(4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of

time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

### **21-85 Other provisions.**

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section 21-84.

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-86 Exemptions.**

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

(a) By a covered employer where payment of the livable wage would cause substantial economic hardship; and

(b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-87 Severability.**

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

### **21-88 Annual reporting.**

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
  - (b) A list of all covered employers whose service contract did not contain the language required by this article;
- and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

### **21-89 Effective date.**

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

**Cross reference**—Personnel, Ch. 24.

## ATTACHMENT D: UNION DETERRENCE CERTIFICATION

### BURLINGTON'S UNION DETERRENCE ORDINANCE

#### ARTICLE VIII. UNION DETERRENCE

##### 21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

##### 21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

##### 21-102 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who

- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
- 2) Advertises union deterrence services as specialty services;

3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

**21-103 Enforcement.**

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.

(b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

**21-104—21-110 Reserved.**

**ATTACHMENT D – Acknowledgement**

Certification of Compliance with the City of Burlington’s

Union Deterrence Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Contractor)

and in

connection with the \_\_\_\_\_ project, 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 at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

Duly Authorized Agent



## ATTACHMENT E: OUTSOURCING CERTIFICATION

### ARTICLE VII. OUTSOURCING

#### **21-90 Policy.**

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

#### **21-91 Definitions.**

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

#### **21-92 Implementation.**

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

#### **21-93 Exemption.**

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

#### **21-94 Enforcement.**

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars

(\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

**21-95—21-99 Reserved.**

**ATTACHMENT E**

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

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 at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Duly Authorized Agent

Subscribed and sworn to before me: \_\_\_\_\_

Notary

## ATTACHMENT F: ACKNOWLEDGEMENT OF ADDENDA

*Proposer hereby acknowledges receipt of all Addenda through and including:*

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

## ATTACHMENT G: COMPENSATION SCHEDULE

**Proposed Minimum Annual Guarantee (MAG):** Indicate the Minimum Annual Guarantee Rent (“MAG”) you propose to pay Burlington Parks, Recreation & Waterfront during the term of the contract. Note: Proposed MAG shall be paid to the BPRW in equal monthly installments during the term unless exceeded by agreed upon percentage of gross revenues payment as described below (“Percentage Division”).

Minimum Annual Guarantee (MAG) to Burlington Parks, Recreation & Waterfront

	Minimum Annual Guarantee
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

**Proposed Percentage Division:** Indicate the Percentage Division you propose to pay BPRW during the term of the contract of the Contract Term if such Percentage Division exceeds MAG.

Percentage Division to Burlington Parks, Recreation & Waterfront

	Percentage Division
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

## ATTACHMENT H: PROPOSAL CHECK LIST

*Please submit the Following checklist with the proposal.*

**Respondent has included the following required forms/written documents in the following sequence:**

\_\_\_ Cover letter

\_\_\_ Respondent Questionnaire – Attachment B

\_\_\_ Litigation Disclosure

\_\_\_ Compensation Schedule and Development Plan – Attachment C

\_\_\_ Affidavit of Good Standing

\_\_\_ Proof of Insurability

\_\_\_ Signature Page – Attachment D

\_\_\_ Acknowledgement of Addenda – Attachment E

\_\_\_ Certifications – Attachment F

\_\_\_ Proposal Checklist – (This Page) Attachment G

## ATTACHMENT I: SIGNATURE PAGE

The foregoing proposal is hereby submitted by the entity signed below in accordance with all terms and conditions as set forth in the Request for Proposals issued by Burlington Parks, Recreation & Waterfront to operate as a Sponsorship & Advertising Administrator.

### **PROPOSER**

Name of Proposer: \_\_\_\_\_

By (Signature): \_\_\_\_\_

By (Name) \_\_\_\_\_

By (Title) \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Address (URL): \_\_\_\_\_