REQUEST FOR PROPOSALS
PLANS AND SPECIFICATIONS

CITY OF BURLINGTON

PARKING ACCESS & REVENUE CONTROL SYSTEM RETROFIT
BURLINGTON, VERMONT

Prepared for:
BURLINGTON DEPARTMENTS OF AVIATION & PUBLIC WORKS

ISSUED: June 30, 2017

RESPONSE DUE: Friday, July 28, 2017

ISSUING POINT OF CONTACT:

DESMAN Inc.
18 Tremont Street, Suite 300
Boston, MA 02108
Att.: Andrew Hill
Email: ahill@desman.com
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**END OF SECTION 000115**
SECTION 001116 - INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1.01 PROJECT IDENTIFICATION AND DEFINITIONS

A) Owner will receive sealed Bids for: PARKING ACCESS & REVENUE CONTROL SYSTEM

1) Sealed bids for this project will be received at 1200 Airport Drive, #1, South Burlington, VT 05403 until Friday, July 28, 2017 at 4:00 PM. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after the specified closing time.

Owners are:
Burlington International Airport Burlington Department of Public Works
Attn: Gene Richards, Director of Aviation Attn: Chapin Spencer, Director of Public Works
1200 Airport Drive, #1 645 Pine Street, Suite A
South Burlington, VT 05403 Burlington, VT 05401

Owner’s Representative is:
DESMAN Inc.
18 Tremont Street, Suite 300
Boston, MA 02108
Attn.: Andrew Hill
Email: ahill@desman.com

B) Project Description

1) Project consists of providing all materials, labor, equipment, supervision, connectivity and services required to install a real-time online PARCS in accordance with the RFP at the following City parking facilities:
   a) Burlington International Airport (BTV) parking garage.
   b) Department of Public Works (DPW) three parking garages

2) Project plans are attached to this RFP.

3) Mandatory Pre-Bid site visit.

C) Bid Requirements:

1) Base Bid includes provision of all material, labor, equipment, and services necessary to furnish and install a fully integrated PARCS as specified in the plans. Contractor shall maintain entry and exit lanes open at each facility during installation in accordance with an agreed upon schedule with THE CITY.

2) Add Alternates: As specified Bidder shall submit the following with bid:
   a) Proposed list of sub-contractors, identifying nature of work that shall be performed.
   b) List of manufacturers of each primary component of system.
   c) Bid Form with total PARCS cost and unit costs of each primary component, cost of alternates and/or deducts as indicated herein.
d) Qualifications of Contractor, Subcontractors, Manufacturer(s) and Installer(s) of each primary component with Bid. Each submittal shall include three most recently installed, complete projects that are similar in magnitude, complexity, and dollar value. Information shall include names, locations, contacts, telephone numbers, date of installation, number of lanes in facility and description of types and quantities of equipment.

e) Bidder shall include all required power conditioners in bid amount if PARCS system or any component thereof requires power differing from that stated in the specifications.

f) Bidder shall:

(i) Examine the sites and drawings. On request, the OWNER will facilitate Bidder’s access to the Sites in order to enable the Bidder to conduct the examinations the Bidder deems necessary for the submission of a bid. Bidder shall agree at the time of submitting its bid that no further examinations are needed to determine its bid. Bidder shall promptly give the OWNER’s representative written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the RFP documents.

(ii) Identify in writing any constraints or conflicts where equipment shall be installed.

(iii) Include cost, in writing, of rectifying such constraints or conflicts in bid.

g) Submit sample report package to include minimum required reports.

h) Submit detailed schedule showing Bidder’s understanding of project requirements including milestones for shop drawings, fabrication, delivery, installation, testing, training and substantial completion.

i) Submit proof of current PCI compliance and validation. PARCS software applications must be PA-DSS validated for use in new deployments and upgradable to maintain current standards throughout the life of the system. System shall be fully Payment Card Industry, Data Security Standards (PCI, DSS) compliant with respect to design, maintenance and operation of the CMS, and the acquisition, use, transmission, storage, retrieval, display and reporting of all credit card information.

j) All other items, forms, affidavits, certificates and attachments as listed in Section 004100 – Bid Forms.

D) Livable Wage: The successful bidder, as determined by the Owner, will be required to agree that no less than the Burlington Livable Wage, as required by the Burlington Livable Wage Ordinance will be paid to all persons performing work under this contract.

NOTE: Owner reserves right to select combination of base bid and add alternates that best meets its needs within available budget.

E) RFP Schedule

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>RFP Documents to Interested Parties</td>
<td>Friday, June 30, 2017</td>
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<tr>
<td>Mandatory Pre-Bid Conference and Site Tour</td>
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<td>Tuesday, July 18, 2017</td>
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<td>Friday, July 28, 2017</td>
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<tr>
<td>Oral Presentations / Interviews</td>
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F) Bids will be due on:
Friday, July 28, 2017 no later than 4:00pm (EDT) in the office of:

Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
Attn: Gene Richards, Director of Aviation

G) Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Owner’s Representative assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents. It is the responsibility of each Bidder before submitting a Bid to:

1) examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

2) visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

3) become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

4) promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

5) determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

H) Owner and Owner’s Representative in making copies of Bidding Documents available on above terms do so only for purpose of obtaining Bids on Work and do not confer license or grant for any other use.

I) Owner assumes no responsibility and liability for costs incurred by parties responding to the RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

J) Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the Owner’s property.

1.02 QUALIFICATIONS OF BIDDERS

A) To demonstrate qualifications to perform Work, each bidder must submit all documents, forms, and responses with proposal as required in Section 004100 – Bid Forms.

B) Owner may make such investigation as it deems necessary to determine ability of Bidder to perform Work, and Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves right to reject any Bid if evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out obligations of Contract and to complete Work contemplated therein Conditional Bids and voluntary alternates will not be accepted.

C) Bidding firms will not be considered qualified if:

1) Firm, or principals thereof, have defaulted on any contract, bid or bond within preceding 36 months, or;
2) Firm has had no previous experience in performance of Work being bid, or;
3) Firm, as name entitled, has not been in operation in this type of Work for period of 36 months prior to this bid date, or;
4) Firm has not been awarded any prior contracts of similar amount and kind, or;
5) Firm, or principals thereof, have failed in faithful performance during warranty or guarantee period on previous Work.
6) Firm is found to have misstated or omitted any material fact in this prequalification statement.

D) Each Bidder shall provide Owner with following information:
1) Comprehensive list of personnel and equipment available for performance of Work to be bid.
2) Information that will allow Owner to determine if any of the disqualifying conditions exist.
3) Affirmation of certifications as described in Section 004100 – Bid Forms.

1.03 EXAMINATION OF THE RFP AND SITE

A) Bidders shall carefully examine the RFP and site to obtain first-hand knowledge of existing conditions. No subsequent extras will be allowed due to any claim of lack of knowledge for conditions which can be determined by examining site and RFP.

B) Submission of Bid shall constitute warranty that:
1) Bidder and all Subcontractors it intends to use have carefully and thoroughly reviewed the RFP and have found it complete and free from ambiguities and sufficient for purposes intended; further that,
2) Bidder and all workers, employees and Subcontractors it intends to use are skilled and experienced in type of construction represented by RFP bid upon; further that,
3) Neither Bidder nor any of its employees, agents, suppliers or Subcontractors have relied on any verbal representations from Owner, Owner’s Representative, or any of their employees, agents, or consultant, in assembling Bid figure; and further that,
4) Bid figure is based solely on the RFP, including properly issued written addenda, and not upon any other written representation.
5) Bidder shall identify, prior to bid, all errors and/or discrepancies in the RFP that would be apparent to reasonably diligent Bidder. In no case shall Bidder, if selected as Contractor, be permitted any extra amount of time or money to complete project, or expenses incurred as result of such unidentified errors or discrepancies. This warranty shall be continuing. Furthermore by submitting a bid, the bidder certifies that it shall assert no claim, cause of action, litigation, or defense against the City or its individual departments, officers, employees, or agents unless notice was provide to the City in writing of any error or inconsistency found in the plans, proposal, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

1.04 RESOLUTION OF DISCREPANCIES AND AMBIGUITIES

A) All questions about meaning or intent of the RFP shall be submitted via email to Consultant in writing and copied to the Owner. Address written inquiries to:
Replies will be issued by a formal Addendum. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B) Any revisions, addendums and answers to questions received by the due date for questions will be sent to bidders who directly received this proposal via email and posted on the City’s RFP web page http://burlingtonvt.gov/RFP/. It is advised that contractors sign up for the GovDelivery notification so that they will be notified of any changes to the RFP page. The due date for questions is set for July 18, 2017, and responses provided no later than July 21, 2017.

C) Any Addendum issued shall become part of the RFP, and shall be acknowledged on bid Form.

1.06 BASIS FOR BIDS
A) Bids are based on lump sum contract at unit prices.

1.07 IDENTIFICATION AND SUBMISSION OF BIDS
A) Submission of bids:

   To Owner:

   1) One (1) original and eight (8) copies of bids shall be submitted at time and place indicated in Invitation to Bid.
   2) Bid Forms in Excel© on Flash Drive

B) Each Bidder shall fill in all blanks on Bid Forms and quote on all alternates required. The entire Bid shall be without interlineations, alteration or erasure.

C) Bids by corporations shall be executed in corporate name by president, vice-president or other corporate officer (accompanied by evidence of authority to sign) and corporate seal shall be affixed and attested by secretary or assistant secretary. Corporate address and state of incorporation shall be shown below signature.

D) Bids by partnerships shall be executed in partnership name and signed by partner. Partner’s title must appear under partner’s signature and official address of partnership must be shown below signature.

E) Bids not signed by individuals making them shall have attached thereto power of attorney evidencing authority to sign Bid in name of person for whom it is signed.

F) All names must be typed or printed legibly below signature.
1.08 INSURANCE

Prior to beginning any work the CONTRACTOR shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the OWNER. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the OWNER, 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 OWNER. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the OWNER on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the OWNER as an additional insured for the possible liabilities resulting from the CONTRACTOR’s actions or omissions. It is agreed that the liability insurance furnished by the CONTRACTOR is primary and non-contributory for all the additional insured.

The CONTRACTOR is responsible to verify and confirm in writing to the OWNER that:

1) All SUB-CONTRACTORS, agents or workers meet the minimum coverage and limits plus maintain current certificates of coverage for all SUB-CONTRACTORS, agents or workers. SUB-CONTRACTORS must comply with the same insurance requirements as the CONTRACTOR.

2) All coverage shall include adequate protection for activities involving hazardous materials.

3) 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 CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been developed and must be met to protect the interests of the OWNER.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONTRACTOR, SUB-CONTRACTORS, agents or workers, it is the CONTRACTOR'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

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<tr>
<td>General Aggregate</td>
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</tr>
<tr>
<td>Products-Completed/Operations Aggregate</td>
<td>$2,000,000 Each Occurrence</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any One Fire)</td>
<td>$250,000</td>
</tr>
<tr>
<td>Medical Expenses (Any One Person)</td>
<td>$5,000</td>
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WORKERS’ COMPENSATION: With respect to all operations performed, the CONTRACTOR shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONTRACTORS and SUBCONTRACTORS carry the same workers’ compensation insurance for all work performed by them under this contract. Minimum limits for Employer’s Liability:

(a) Bodily Injury by Accident: $500,000 each accident
(b) Bodily Injury by Disease: $500,000 policy limit, $500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The CONTRACTOR shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits: $3,000,000 - Annual Aggregate/ $1,000,000 - Per Occurrence
(b) Deductibles. The CONSULTANT is responsible for any and all deductibles.
(c) Coverage. Prior to performing any work, the Contractor agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

AUTOMOBILE LIABILITY: The CONTRACTOR 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.

UMBRELLA LIABILITY: $1,000,000 Each Event Limit/ $1,000,000 General Aggregate Limit

1.09 BONDS

A) Bid Guarantee

1) All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the City of Burlington.

2) The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation.

3) Failure to submit a bid guarantee with the bid shall result in rejection of the bid.

4) Proposal guarantees of the two lowest bidders that have submitted proposals that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties.

5) Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within forty-five calendar days following the opening of bids, forty-six if the forty-fifth day is a state holiday, all proposals may be rejected and all guarantees may be returned.

G) Contract Bonds
1) A successful bidder entering into a contract for any portion of the work included in a proposal shall provide the City sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).

2) Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.

3) The labor and materials bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.

4) The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.

5) The form of the bond shall be that provided by the City, and the surety shall be acceptable to the State. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

1.10 SUBCONTRACTOR LISTING

A) If Owner or Owner’s Representative after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may request apparent Successful Bidder to submit acceptable substitute before giving Notice of Award. If apparent successful Bidder declines to make any such substitution, contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed and to whom Owner or Owner’s Representative does not make written objection prior to the giving of Notice of Award will be deemed acceptable to Owner and Owner’s Representative.

B) No Contractor shall be required to employ any Subcontractor, other person or organization against whom it has reasonable objection.

1.11 GOVERNING LAWS AND REGULATIONS

A) No Contractor shall discriminate against any employee or applicant for employment, to be employed in performance of contract, with respect to their hire, tenure, terms, conditions or privileges of employment, because of their race, color, religion, gender, national origin, age, sex, sexual orientation, marital status, veteran status, disability, HIV positive status, genetic information, or gender identity.

B) Each Bidder shall make affidavit that its Bid is genuine and not sham or collusive or made in interests or on behalf of any person not therein named and that Bidder has not directly or indirectly induced or solicited any Bidder to put in sham Bid or any other person or corporation to refrain from Bidding, and that Bidder has not in any manner sought by collusion to secure itself an advantage over other Bidders.

C) Compliance with Laws: The successful Bidder shall acknowledge and comply with all local, state and federal laws. Documentation of such compliance shall be provided to the Owner upon request. In particular, the successful bidder shall comply with the Burlington Livable Wage Ordinance and shall certify to such compliance on the form provided with this RFP and shall submit the certification form as part of the bid form submission.

D) Rules and Regulations: The Bidder agrees that they shall adhere to all applicable rules, regulations and guidelines, including but not limited to Environmental Protection Agency (EPA) and the Occupational
Safety and Health Administration (OSHA) rules. Failure to adhere to all rules and regulations can result in the termination of this contract.

E) Public Records: Any and all records submitted to the Owner, a municipal corporation organized and acting under the laws of the State of Vermont, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the Owner. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal 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.

F) Registration: The bidder 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 the contract is effective. This registration must be complete prior to contract execution.

1.12 CONTRACT TIME

A) Time is of essence in performance of Work under this Contract. Available time for Work under this Contract is 180 days from execution of Contract will be included in executed Agreement. If these time requirements cannot be met, Bidder is requested to stipulate in Bid schedule for performance of Work. Consideration will be given to time in evaluating Bids.

1.13 PRE-BID CONFERENCE

A) A mandatory pre-bid conference will be held as listed below. All Bidders are required to attend.

The pre-bid conference will be held at 9:00 AM on Monday, July 10, 2017 at Burlington International Airport.

1.14 DISQUALIFICATION OF BIDDERS

A) In evaluating Bids after Bids are opened and prior to Award of Contract, Owner shall consider qualifications of Bidders, whether or not Bids comply with prescribed requirements, and alternates and unit prices if requested in Bid Forms.

B) Owner may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of Work as to which identity of Subcontractors and other persons and organizations must be submitted as provided in Section.

C) Owner may conduct such investigations as it deems necessary to assist in evaluation of any Bid and to establish responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and other persons and organizations to do Work in accordance with the RFP to Owner's satisfaction within prescribed time.

D) Owner reserves right to reject Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

E) Owner reserves right to disqualify Bids before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of Bidder.
1.15 AWARD OF CONTRACT

A) Owner reserves right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with Successful Bidder, and right to disregard all nonconforming, nonresponsive or conditional Bids and to make award in any manner deemed in best interest of Owner. Discrepancies between indicated sum of any column of figures and correct sum thereof will be resolved in favor of correct sum. Owner reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

B) In evaluating Bids, Owner shall consider qualifications of Bidders, whether or not Bids comply with prescribed requirements, and alternates and unit prices if requested in Bid Forms

C) Additional consideration will be given to those responses in the RFP that:
   1) Address any marginal performance enhancement of any segment of the system (software/hardware) or its capabilities, either through cost reduction or revenue enhancement.
   2) Include responses which are very specific as to achieved benefit and include an estimate of net cost savings and/or revenue increase. Preference will be afforded those
   3) Demonstrate measurable results with other installations and quantify those results.
   4) Warranty a measurable and assured improvement in performance.

D) Owner may accept alternates in any order or combination.

E) If contract is to be awarded it will be awarded to Bidder whose evaluation by Owner indicates to Owner that award will be in best interests of Project.

1.16 UNIT PRICE

A) Unit prices shall be submitted as indicated in the Bid Form.

B) If Owner or Owner’s Representative after due investigation has reasonable objection to any unit price, Owner may request apparent Successful Bidder to submit acceptable revision without increase in Bid price before giving Notice of Award. If apparent Successful Bidder declines to make any such revision, Contract shall not be awarded to such Bidder. Any unit price so listed and to which Owner or Owner’s Representative does not make written objection prior to giving of Notice of Award will be deemed acceptable to Owner and Owner’s Representative.

END OF SECTION 001116
SECTION 004100 - BID FORMS

004100.1 INSTRUCTIONS

A) Submit Bids on this Bid Form in accordance with Instructions to Bidders.

004100.2 BID FORM

PART 1 - TERMS OF BID

PROJECT IDENTIFICATION: CITY OF BURLINGTON PARCS RETROFIT

THIS BID IS SUBMITTED TO:

Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
Attn.: Gene Richards, Director

B) The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in form included in the RFP to complete all Work as specified or indicated in the RFP for Contract Price and within Contract Time indicated in this Bid and in accordance with the RFP.

C) BIDDER accepts all of terms and conditions of Instructions to Bidders. BIDDER will sign Agreement and other documents required by RFP.

D) In submitting this Bid, BIDDER represents, as more fully set forth in Agreement, that:

1) BIDDER has examined copies of all RFP and acknowledges receipt of following addenda:

<table>
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<tr>
<th>Date</th>
<th>Addendum #</th>
<th>Bidder’s Initials</th>
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(Receipt of all of which is hereby acknowledged)

2) BIDDER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of Work and has made such independent investigations as BIDDER deems necessary.

3) This Bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly induced or solicited any other Bidder to submit false or sham Bid; BIDDER has not solicited or induced any person, firm or
corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and

4) OWNER reserves right to delete any section of Work.

E) BIDDER will complete Work for following price(s) based on unit prices stated in Section 004101:

F) Communications concerning this Bid shall be addressed to:

Andrew Hill  
DESMAN Inc.  
18 Tremont Street, Suite 300  
Boston, MA 02108  
Fax: (617) 778-9883  
Email: ahill@desman.com
PART 2 – ATTACHMENTS

Following documents are attached to and made condition of this Bid, unless noted otherwise:

A) Section 004101 – Supplements to Proposal Forms

1) 004101.01 – Bid Form with Total PARCS cost and unit costs
2) 004101.02 – List of Subcontractors
3) 004101.03 – Experience and Reference Form
4) 004101.04 – List of Manufacturers of each primary component
5) 004101.05 – Bidder Questionnaire
6) 004101.06 – Non-Collusion Affidavit
7) 004101.07 – Statement Declaring Outstanding Litigation
8) 004101.08 – List Price Guarantee
9) 004101.09 – Proposed Project Schedule and Conversion Plan
10) 004101.10 – Sample Reports Package to Include Minimum Required Reports
11) 004101.11 – Proof of PCI Compliance
12) 004101.12 – EMV STATEMENT
13) 004101.13 - Exceptions, Discrepancies and/or Constraints in Proposal Documents
14) 004101.14 – Certificate of Insurance
15) 004101.15 – Livable Wage Ordinance and Certification
16) 004101-16- Certifications of Qualification

PART 3 - PROPOSAL FORMAT/ORGANIZATION

The entire Proposal shall be compiled in a single document on 8 1/2” x 11” paper size. Pages shall be single-spaced with a text size of 11 point or larger. All pages shall be numbered sequentially by section. The Proposal sections shall include all of the items in PART 2 – Attachments, in the same order.
PART 4 - SIGNATURE PAGE AND LEGAL STATUS

If BIDDER is:

An Individual

By ____________________________ (SEAL)

(Individual's Name)

doing business as (DBA) ____________________________

Business Address: ____________________________

____________________________________________________

Phone Number: ____________________________

A Partnership

By ____________________________ (SEAL)

(Firm Name)

____________________________________________________

____________________________________________________

(General Partner)

Business Address: ____________________________

____________________________________________________

Phone Number: ____________________________

A Corporation

By ____________________________

(Corporation Name)
(State of Incorporation)

By ____________________________________
(Name of Person Authorized to Sign)

_____________________________________
(Title)

(Corporate Seal)

Attest ____________________________________
(Secretary)

Business Address: ____________________________

Phone Number: ____________________________

A Joint Venture

By ____________________________________
(Name)

_____________________________________
(Address)

By ____________________________________
(Name)

_____________________________________
(Address)

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

Signed this ______________________ day of ____________________ 20___

END OF SECTION 004100
SECTION 004101 – SUPPLEMENTS TO BID FORMS

004101.01   BID FORM – LIST OF UNIT PRICES AND ALTERNATES

*BID SUBMITTAL FORM (SUBMIT 8 HARDCOPIES AND 1 ELECTRONIC COPY IN EXCEL© FORMAT ON FLASH DRIVE)*
LIST OF SUBCONTRACTORS

List on the form provided herewith the name and location of the place of business of each subcontractor (and the subcontractor’s State Contractor’s License Number) who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement, or subcontractor licensed by the State of Vermont. Each Proposal shall also have listed on the form the portion of work which will be done by each such subcontractor. The Bidder shall list only one subcontractor for each such portion of work which will be done by each subcontractor as defined by the Bidder in Proposal.

Subcontractors Name: ____________________________________________________________

Mailing Address: ________________________________________________________________

______________________________________________________________________________

Telephone: ________________________________________________________________

State Contractor’s License Number: ________________________________________________

Description of work to be subcontracted:                                          
004101.03 EXPERIENCE AND REFERENCE FORM

Bidder has been engaged in business under the present business name, ______________________________
___________________________________ for _____ years.

State Contractor’s License #______________________________________________________________

Please submit three (3) references for which the Bidder has provided a PARCS system of similar type, complexity, and size within the last five (5) years. Specifically, references shall be of projects of a similar size and scope to that of the City of Burlington PARCS Retrofit

**NOTE:** Include the reference name, complete address, name of contact person, their telephone number and e-mail address for each reference in the following format.

<table>
<thead>
<tr>
<th>Year</th>
<th>Project Description</th>
<th>Contract Amount</th>
<th>Location</th>
<th>Contact Info</th>
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</table>

Bidder, as a contractor, or as an Officer of the Company, has never failed to satisfactorily complete a contract awarded to it, except as follows:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
004101.04 LIST OF MANUFACTURERS

(Provide a list detailing the manufacturers of each primary component of the system.)
004101.05 BIDDER QUESTIONNAIRE

All Bidders must respond to the items below in the order given, citing the paragraph sub-section reference number as part of your response.

A) Company Information

1) Provide a brief description of your Organization including the name(s) of its owner(s) and/or principal officer(s), the date of origin and/or incorporation, number of employees, main office and branch locations and the length of time your company has been providing integrated parking access and revenue control systems, equipment and software.

2) Indicate which office or branch location will be responsible for managing and providing service for this project.

B) System Configuration and Architecture

1) Configuration and Architecture

a) Describe your overall system architecture. Include system configuration, including network, hardware, software, data security, and encryption practices.

b) What is your overall strategy for new releases, future functional enhancements, anticipated changes in technologies, and performance improvements.

c) List your application’s and company’s key technical advantages over your competitors.

d) The City’s installation will be on a new, dedicated network that is separate from the City’s business operations. Provide a recommended system architecture diagram, identifying all required and recommended hardware and software necessary to operate the system. Include any servers, switches, security devices, operating systems, etc. Please identify components that are required and those that are recommended. Please specify which will be provided by the vendor and which will need to be purchased by the City. For those to be purchased by the City, please include quantity needed, and minimum and desired specifications for each.

   (i) Please provide this detail for all add/alts included in the specifications.

   e) Please provide information on how the system ensures the security of transactions and data (at rest and in motion).

   f) Provide a data schema for the application.

      (i) Describe encryption technology employed for transmitting sensitive information over a TCP/IP network from user workstations to the server, and to customers.

      (ii) Describe how stored data is secured and encrypted.

   g) Describe your proposed CMS server configuration, and required operating systems, including web server, application server, and database server, credit card server etc.

   h) Describe how all system software and components are protected from viruses, malware, and similar threats. Describe what threat protection solutions are employed on all aspects of the CMS solution including any device that requires an IP address.

   i) Provide detailed specifications for all hardware and software required to support the system. Include details for all hardware and software required to support add/alts.
j) What is the expected ongoing requirement of the City in maintaining the hardware and software? Please provide an estimate of the weekly hours required for a similar install. Provide a detailed narrative of the required skills and staffing required to perform the ongoing maintenance of the system.

k) Provide a detailed narrative regarding required database maintenance and backup of all data and systems. Please provide recommended backup strategies.

2) **User Interface**
   a) Please provide a description of your user interface supported by screenshots, etc.
   b) The system shall provide the minimum reports as defined in this RFP.
      (i) Describe how users might create customized reports.
      (ii) What, if any, third party software is required (i.e. Crystal Reports)?

3) **User Accounts and Permissioning**
   a) It is expected the system will allow the creation of individual user accounts for City staff, and provide permissioning capabilities that allows the users to be assigned rights of least privilege. Please provide detail on how individual user permissions are granted, and the types and granularity of user access supported by the software.
   b) Please describe how users accounts for City staff are managed.
   c) The system shall allow multiple user-administrators to work simultaneously without interfering with each other’s work. Please describe how your system handles concurrent users.
      (i) Must allow provided limited-privilege access to external parties (e.g. retailers to validate parking for customers, report viewing by BBA). Please describe how accounts are created, permissioned, and maintained for external parties.
      (ii) Require strong passwords with regular reset intervals, as designated by the City.

4) **Integration with Other Systems**
   a) Pay by Phone System Integration: Do you currently have a Pay by Phone integration? If yes, please describe type, description, and reference location where integration has been performed. Describe how those integrations allow payments at gated facilities.
   b) Hotel Parking System:
      (i) Do you have integrations with hotel property management systems (PMS) that could provide the following?
         (a) Enable a hotel guest room key for in and out privileges during their length of stay.
         (b) Enable a ticket for a hotel guest to allow in and out privileges during their length of stay.
         (c) Either method to have an interface between the PARCS and hotel PMS to enable single posting at hotel PMS and reporting.
      (ii) If yes, please provide complete details on which hotel PMS you have integration with along with methodologies used.
(iii) Please provide reference projects where you have hotel PMS integration.

c) What API interfaces do you offer to allow interaction with other systems?

d) What file formats (e.g. ASCII, xml, csv) does the system use to readily facilitate and accommodate data import/export between your system and external agencies or departments?

5) Other Systems, Features and Functionality

a) Central Validations Kiosk: Do you currently have a Central Validations Kiosk installed at one of your PARCS installations? If yes, please provide description of project and how system was implemented and operated.

   (i) Please provide full details on your proposed solution, including architecture, security, functionality and operations.

b) E Commerce System for Contract Parking: Do you currently have an E-Commerce system installed at one of your PARCS installations? If yes, please provide description of project and how system was implemented and operated.

   (i) Please provide full details on your proposed solution, including architecture, security, functionality and operations.

c) Hosted Solution and SaaS: Please provide, as a reference, other PARCS installation where you provided a hosted solution and SaaS.

   (i) Please provide full details on your proposed solution, including architecture, security, functionality and operations.

d) Frequent Parker/Loyalty Program: Do you currently have an E-Commerce system installed at one of your PARCS installations? If yes, please provide description of project and how system was implemented and operated.

   (i) Please provide full details on your proposed solution, including architecture, security, functionality and operations.

e) Reservation System: Do you currently have an E-Commerce system installed at one of your PARCS installations? If yes, please provide description of project and how system was implemented and operated.

   (i) Please provide full details on your proposed solution, including architecture, security, functionality and operations.

C) System Updates and Upgrades

1) Explain your practices around patches and upgrades. How frequently are they released? How are they tested prior to release? Explain how patches and upgrades will be implemented with minimal impact on our operation.

2) Software and Firmware: Provide detailed information regarding software and firmware upgrades; frequency, scheduling and any related costs available from the current and future product and service offerings.

D) Credit Card Processing
1) Include documentation describing the systems’ ability to comply with Payment Card Industry Data Security Standards (PCI-DSS), and any features or capabilities of the system that must be added, enabled, disabled, or changed in order for the system to operate in compliance with the PCI-DSS standards. Please provide this information relative to all add/als requested.

2) Describe the architecture and data flows employed by the system to verify and authorize credit card transactions.

3) How is credit card data secured? Who has access to the data?

E) Project Approach

1) Executive Summary: Please provide an executive summary, which briefly summarizes the Bidder’s approach to this project. The summary shall clearly indicate any major requirements that cannot be met by the Bidder and highlight the major features of the proposal to assist the reader in determining generally how the proposal meets proposal requirements.

2) Single Point Contact: Provide resumes or biographical sketches of the individual proposed to be assigned to City for this Project. This individual will act as the single point managerial level contact for City to coordinate all requirements and to be the point of contact for any problems/questions which may arise. Describe experience levels and qualifications of this individual.
   a) Identify any other personnel that may be assigned to this project, including resumes or biographical sketches of the individuals, their experience levels and qualifications.

F) Service and Support

1) Structure of Service Organization
   a) Please provide a description of how your Service Department (that would provide service on this project) is organized.
      (i) Numbers of employees in service department.
      (ii) Organize by job classification (i.e. installer, outside service, inside service, call center staff, etc.)
   b) What would be the average response time for City under this project:
      (i) During normal business hours?
      (ii) During non-business hours?
      (iii) During holidays?

2) Service and Support
   a) What is the process for reporting functional problems? How are problems resolved? Describe your software’s functional and technical support mechanisms. How are unresolved problems handled?
   b) Is service and support directly from your company or via a third-party partner?
   c) How many years do you support older versions of your software for?
   d) Indicate whether major upgrades of the software (new releases with enhanced features, function and/or technology) are included in the standard technical support/maintenance agreement or require a separate fee. If a separate fee is required, provide the fee for the Supplier’s last major upgrade of the software.
e) What is the average turn around on standard parts being delivered?

f) What is the average turnaround time on parts that are sent off for repair?

3) **Service Level Agreements (SLA)**

a) Provide details of any SLA’s vendor is prepared to enter into with regard to performance and quality of service. Include the following:

   (i) Provision of a Help Desk that will be the first resource for problem resolution and will be the focal point for all requests for support. The Help Desk operations will provide the primary point of contact for all activities related to the operations and maintenance of the PARCS. The primary and highest priority task of the Help Desk is to provide rapid and accurate response to PARCS user reported deficiencies.

      (a) Provide a single point of notification defined as a continuously manned, toll-free number for reporting system or software problems.

      (b) Utilize a call/service order tracking software that categorizes and maintains a trouble ticket log.

      (c) Make trouble ticket log available at all times to City in read-only format.

   (ii) Maintenance Service Category Definitions as mutually agreed upon by City and vendor as outlined or proposed:

      (a) **Preventive Maintenance**: Planned and scheduled proactive maintenance activity, performed on a regular/recurring basis to ensure ongoing system(s)/subsystem(s) operational integrity.

      (b) **Minor Incident**: An unscheduled maintenance support activity that is not categorized as Preventive Maintenance, a Routine Incident, or a Critical Priority Incident.

      (c) **Routine Incident**: Unscheduled downtime due to operational failure of a PARCS item or service function that is not related to revenue collection and/or control; or a system/subsystem failure which impacts between 20-40% of the PARCS operational functionality at a specific facility.

      (d) **Critical Incident**: Unscheduled downtime due to operational failure of a PARCS item or service function related to revenue collection and/or control; or a system/subsystem failure which impacts between 20-40% of the PARCS operational functionality at a specific facility.

   (iii) Provide response and repair times for categories.

   (iv) Provide penalties for failure to meet response and repair times as agreed.

   (v) Provide a response and repair time report tied to each trouble ticket received.

4) **Training**

a) Do you offer additional training opportunities where CLIENT support staff can fine-tune their skills and further their knowledge of the products and services offered by the bidder, and how to use them?

G) **On-going and Reoccurring Costs**

1) **Reoccurring Costs**
a) Please provide a list of recurring costs to be expected on an annual basis for a period of five (5) years after system installation? Include costs such as ongoing licensing fees and other recurring software or miscellaneous fees.

H) Other

1) Value-Added Opportunities: The Owner sees this purchase as a necessary replacement of existing equipment, but also as an opportunity to add new features and functionality, thereby enhancing the quality of the parking experience and providing some enhancement of the garage margin. To that end, special consideration will be given to those responses to the RFP that address any profit margin enhancement capabilities of each segment of the system capabilities (software/hardware) either through cost reduction or revenue enhancement. To this end, for the base bid and each proposed Add/Alternate, please provide:

a) Explain what margin enhancements (incremental revenue increases, cost reductions, savings through operation efficiencies, etc.) the proposed solution will provide.

b) State specifically how these enhancements will be achieved and include a dollar estimate as to the total cost/savings/potential enhancements.

c) Provide case studies and references of current customers who have been able to achieve measurable results are outlined above.

d) List what level of risk the responder is willing to accept in order to produce the results lists in this section.

2) Describe in detail any additional unique business features, pricing arrangements, special services, alternate system configurations or other value-added services your Company would provide under any agreement resulting from this Request for Proposal not already discussed.

Provide a complete description of the value-added opportunity along with the cost to implement and expected result.
004101.06 NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of the Owner or Owner’s representative whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

_____________________________________________________________________________________

Type or print firm name

_____________________________________________________________________________________

Authorized Signature

_____________________________________________________________________________________

Date
004101.07 STATEMENT DECLARING OUTSTANDING LITIGATION

(Provide details of any suits, and/or settlements due to suits, brought upon your company, or principals of your company, by any of your clients within the last five years.)
004101.08  LIST PRICE GUARANTEE

Following acceptance of the proposal, for the life of the Agreement between the Bidder and the City, the Bidder shall provide City with an up-to-date unit price list. For purposes of additions (after system installation and acceptance) to the PARCS, including additional equipment, lanes, features, and functionality, the Bidder shall offer City the manufacturer’s suggested retail price list price less a set % discount for City. The manufacturer’s suggested retail price list shall be included with the proposal along with percentage discount offered.

Percentage of discount off list: ____%
004101.09 PROPOSED PROJECT SCHEDULE AND CONVERSION PLAN

A) Submit a detailed Project Installation Schedule showing Bidder’s understanding of project requirements including milestones for shop drawings, fabrication, delivery, installation, testing, training and substantial completion. Milestones shall also include special project requirements related to coordination with work by others and phasing.

1) As a separate sub section to the Project Installation Schedule, bidder shall provide a Conversion Plan. Plan shall detail how and in what sequence old components of the existing PARCS shall be phased-out and how components of the new PARCS shall be phased-in. Plan shall discuss how both systems shall run in tandem until such a time that the new PARCS can take full control of all lots, signage and communications systems.
004101.10 SAMPLE REPORTS PACKAGE TO INCLUDE MINIMUM REQUIRED REPORTS
004101.11 PROOF OF PCI COMPLIANCE

(Attach proof of PA-DSS validation per Section 11 12 20.)
004101.12 EMV STATEMENT

(Provide EMV statement per Section 11 12 20.)
004101.13  EXCEPTIONS, DISCREPANCIES AND/OR CONSTRAINTS IN PROPOSAL DOCUMENTS
004101.14 CERTIFICATE OF INSURANCE

(Provide two (2) copies of Certificates of Insurance with the submitted Request for Proposal.)

Coverage at a minimum must comply with the insurance requirements listed in RFP.
City of Burlington

Ordinance

In the Year Two Thousand Thirteen

An Ordinance in Relation to

OFFENSES AND MISCELLANEOUS PROVISIONS—
ARTICLE VI - Livable Wages

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 21-80 through 21-87 thereof and adding new Sections 21-88 and 21-89 thereto to read as follows:

Sec. 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 year-round employees (full and part-time) have an opportunity for a decent quality of life and are compensated, and 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 city employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.
OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 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 primarily for the furnishing of services (as opposed to the purchasing of goods) where the total amount of the service contract or service contracts exceeds fifteen thousand dollars ($15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.

b) Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city, including any contractors or subcontractors of the grantee, that exceeds fifteen thousand dollars ($15,000.00) for any twelve-month period.

c) Covered employer means the City of Burlington (except that the Burlington School Department shall not be considered a covered employer), 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 funded by the city, 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-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.
3

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(ef) Employee means a person who is employed on a full-time or part-time regular basis (i.e., nonseasonal). 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 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 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.

(fg) 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.)

(gh) 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, and/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.

Sec. 21-82. - Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage ("Livable Wage") as established under this article, no less than:
OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least nine dollars and ninety-nine cents ($9.99) per hour on the effective date of the amendments to this article [Dec. 19, 2001].

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least eleven dollars and sixty-eight cents ($11.68) per hour on the effective date of the amendments to this article [Dec. 19, 2001].

(3) Tipped covered employees and other 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 hourly-wage which, when combined with the other 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-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-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 the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by publishing a notice in a newspaper of general circulation, 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 an address of record to the chief administrative officer, by written 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.
OFFENSES AND MISCELLANEOUS PROVISIONS--ARTICLE VI - Livable Wages

(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, or personal, or combined time off leave.

Sec. 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 [Dec. 19, 2001]. 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 city's funds awarded by the City of Burlington are being expended by the covered employer.

Sec. 21-84. - Enforcement.

(a) The City of Burlington shall require, as a condition of any service contract or grant covered by this article, shall contain provisions requiring that the affected-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 ordinance, confirming payment of a livable wage as a condition of entering into said contract or grant. The affected-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 affected-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.
OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(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 legitimacy/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.

(ed) 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 subsections (c), (f), or (g) below, 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
OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

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.

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

(fae) 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.

(edg) 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 ordinance, that complaint will be handled through the City's personnel
procedures, not through the process outlined in this ordinance.

(f) 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:

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

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

(iii) Liquidated damages in an amount equal to the amount of back wages and/or
compensated days off unlawfully withheld or of $50 for each employee or person
whose rights under this article were violated for each day that the violation
occurred or continued, whichever is greater;

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

(v) Reasonable attorneys' fees and costs.

(gi) 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.

Sec. 21-85. - Other provisions.

(a) No affected-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 paragraph 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 ordinance.

(bc) 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 21-85(ed), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(ed) Notwithstanding subsection 21-85(bc), 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.

(de) 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.

(ef) 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.
OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-86. - Exemptions.

An partial or complete exemption from the 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 authorized based upon a determination that compliance with the livable wage requirement 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 provision or 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 21-86 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 board of the city-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, shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

Sec. 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.

Section 21-88. Annual Reporting.

On or before April 15th of each year, the City Attorney’s office shall submit a report to the City Council that provides the following information:
An Ordinance in Relation to

(a) all 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.

Sec. 21-89. Effective Date.
The amendments to this ordinance shall take effect on January 1, 2014, and shall not be retroactively applied.

* Material stricken out deleted.
** Material underlined added.
Certification of Compliance with the City of Burlington’s Livable Wage Ordinance

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

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington’s Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington’s chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee’s compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington’s City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date____________________________ By:______________________________

Contractor

Subscribed and sworn to before me:

Date____________________________ ____________________________ _________________________________

Notary
CERTIFICATIONS OF QUALIFICATION

The offeror must also include the following seven (7) certifications:

1. Certification as to whether the offeror has ever had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.

2. Certification as to whether the offeror has ever been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.

3. Certification as to whether a client has ever demanded payment of a performance bond or a bid bond of the offeror. If so, provide the name of the client, client contact information and an explanation of the circumstances.

4. Certification as to whether the offeror has ever been, or is currently, the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.

5. Certification as to whether trading in the stock of the offering company has ever been suspended. If so, provide the date(s) and explanation(s).

6. Certification as to whether the offeror, any officer of the offeror, or any owner of a twenty percent (20%) interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.

7. Certification as to whether the offeror, any officer of the offeror, any director of the offeror, or any owner with a twenty percent (20%) interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

I __________________________, __________________________ with my signature certify that the offeror __________________________ has not been the subject of any of the conditions described above OR that the offeror has been subject to one of more of the conditions described and has attached documentation detailing the conditions as requested above.

Signature: __________________________________________