**Draft Agreement**

**CITY OF BURLINGTON, VERMONT**

**CONTRACT AGREEMENT**

**FOR LIBRARY SECURITY SERVICES**

THIS AGREEMENT is made this day of , 2018, by and between the City of Burlington, VT, by and through its Library Department and hereinafter referred to as the CITY and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ corporation, with its principal place of business in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the CONTRACTOR.

The CITY wishes to employ the CONTRACTOR for Library Security Services for the Fletcher Free Library, 235 College Street in Burlington, Vermont.

WHEREAS the CONTRACTOR is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these promises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONTRACTOR shall provide Library Security Services as set forth in Request for Proposals from the Fletcher Free Library dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the CONTRACTOR’S Response and Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_, which are incorporated herein and made a part of this Agreement. CONTRACTOR shall not subcontract any of the services called for in this Agreement.

1. TERM

To Be Determined.

3. THE AGREEMENT FEE

1. General. The CITY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, payment at the rates specified in the CONTRACTOR’S response to the CITY’S request for proposals and proposal submitted dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. PAYMENT PROCEDURES

**Draft Agreement**

One copy of each invoice and backup documentation for expenses shall be submitted to:

Name

Title

Fletcher Free Library

235 College Street

Burlington, VT 05401

Invoices may be emailed to: \_\_\_\_\_\_\_\_\_\_\_\_@burlingtonvt.gov.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A – CONTRACTOR’S response to CITY’S Request for Proposals and Proposal, dated \_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT B – City of Burlington Standard Specifications & Special Conditions

ATTACHMENT C - Insurance Certificate(s) from CONTRACTOR with the City of Burlington as an additional insured

ATTACHMENT D&F – Livable Wage Ordinance Form, Union Deterrence Form

ATTACHMENT E – Fletcher Free Library, Request for Proposals,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Entire Agreement and Amendments:

The parties acknowledge that this Agreement is the entire agreement between the parties and that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. No provision of this Agreement shall be changed or modified except by a written instrument executed by both parties hereto.

If a provision in a document incorporated by reference conflicts or contradicts this Agreement, then the terms of this Agreement shall prevail. If a provision in the CONTRACTOR’S Response and Proposal conflicts with a provision in another attachment, then the other attachment provision shall prevail.

7. Binding Nature:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

By:

Title:

Date:

**City of Burlington, Vermont**

By:

Mary Danko, Director of Fletcher Free Library

Date:

**ATTACHMENT A – Bid Form**

**PROJECT: Library Security Services**

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

Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone/Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide the costs for your service in an hourly, weekly and annual (52 weeks, July 1 – June 30) format based on the proposed hours stated in this RFP’s scope of work.

Hourly: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Weekly: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIDDERS MUST INCLUDE WITH THIS BID FORM SIGNED CERTIFICATES OF COMPLIANCE WITH LIVABLE WAGE AND UNION DETERENCE (Attached).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE