

029-23 Precipitator Outage Maintenance,

Precipitator Outage Maintenance

RFP# 029-23

Tuesday, November 15, 2022

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I. Request for Proposal

The City of Burlington, Vermont Electric Department (the "Department") invites fixed-cost proposals for Precipitator Outage Maintenance,

II. Project Locations

111 Intervale Rd, Burlington, VT 05401

III. Detailed Requirements

A. Project

The City of Burlington Electric Department (the "Department") in Burlington, Vermont, invites proposals for Precipitator Outage Maintenance,

B. Please submit your proposal to provide materials and labor during the two week planned outage for maintenance work on the electrostatic precipitator at the McNeil Generating Station in accordance with the following specifications.

- *Facility Description* - The McNeil Generating Station is a 50 MWe steam driven wood fired electric generating station located in the City of Burlington, Vermont. In order to comply with air quality standards, the Station operates an electrostatic precipitator (ESP) when firing wood. The ESP is a GEESI (Buell) Model BA1.2x52K4443-6.4P with 30' plates. (See BED Figure 2 for the plan outline and terminology to be used.) The collecting plates and emitting wires were replaced in 1997 by BHA. The BHA drawings show what was installed and need to be replaced in this project.
- *Contractor's Supply* - The Contractor shall supply both materials and installation labor with supervision for the outage work specified below. The Contractor shall provide approved drawings of all materials to be installed no later than six (6) weeks prior to delivery of the materials.

Specifications

Materials Supply

It is intended that the B-East mechanical section incorporating B-East and D electrical fields shall be completely gutted and replaced. The materials required for this work are expected to be as listed below but the Bidder is encouraged to revise the proposed Bill of Materials according to their experience with exceptions noted in the Bidder's proposal. BED reserves the right to change the ESP field to be rebuilt if the winning Bidder is notified within a reasonable timeframe prior to the beginning of mechanical work. BED reserves the right to adjust the current outage schedule due to ISO NE denying the outage request or if COVID-19 or other pandemic event if health and safety concerns or government mandated travel restrictions exist.

Collecting System

- 222 Collecting Plates: 36" X 30'-11 3/8", 18 gauge, curled to fit GEESI/Buell top B-line. The original GEESI/Buell bottom B-line supports were replaced in 1997 by BHA. Details of these are

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included within drawings. (The quantity includes the 212 necessary plates with 10 extras in case of damage during shipping or installation.)

- 500 Collecting plate alignment clips for field installation at the 1/4 points of each plate-to-plate joint. (The quantity includes 477 necessary clips with 23 extras in case of loss or damage during installation.)
- Bottom B-line for 4 X 53 plate section to include 53, 4-plate alignment bars pre-drilled with bolt holes to pin the outside plates of each row and 2 spacer channels with slots sized to slide over the alignment bars on 9" centers.
- Impact Diverters: 106 right hand and 106 left hand for inlet and outlet plates.
- Mid-span alignment rakes for inlet and outlet faces, 2 X 53.
- Permanent stiffener system for 4 X 53 mechanical section.
- Total of four (4) plate clips 3" in length evenly spaced vertically (staggered for installation) along the leading edge of the plate to aide in minimizing plate distortion
- Rope seals for all access doors including, penthouse access, side access, roof access, and hopper access.

Emitter System

- 832 emitter wires for GEESI/Buell Model BA weighted wire suspension system, 31'-3 1/2" with bottom extension shield.
- 832 wire-to-bottle hooks, 3/8".
- 4 bottom anti-sway wire grid frames, 4 X 52 each, 9" centers perpendicular to gas flow and as shown on GEESI drawing J9145-1-C502 in the direction of gas flow.
- 8 vertical alumina high voltage wire-to-plate alignment insulators with mounting hardware.
- 20, 4-wire suspension hangers.

Additionally, any high voltage frame (four per mechanical field) and/or collecting plate frame (twenty-four per mechanical field) repairs shall be acknowledged in the proposal as a separate line item(s). A cost to fully remove and replace four high voltage discharge electrode support frames shall be included in the proposal where the bullhorns shall be replaced on an as needed basis. Also, a cost to fully remove and replace twenty-four collecting plate frames including new adjustment bolts and all associated hardware shall be included in the proposal. Any Unistrut that needs to be replaced shall be included in this line item as part of all associated hardware. All leveling and alignment must be performed and included in this line item, care must be taken during installation to ensure the frames are level throughout the field. Any additionally outage time required for these repairs must be clearly identified as part of the associated line item in the proposal if necessary.

It is acceptable that any required repairs to the frames discussed above be discussed and approved by BED after an inspection and recommendation is made by the Contractor prior to initiating rebuild activities. If repairs are expected to be **required** as part of the rebuild, the Bidder shall clearly identify this in their proposal. The mechanical field to be rebuilt may be changed pending a recommendation on frame repairs if costs are prohibitive.

Note: The only mechanical fields with the new style 'TEE' bar plate supports located in the uni-strut at the top of the unit are A-East, A-West, B-West, and B-East.

Note: There are often boiler and/or other related outage work that can and will be a factor in the scheduling of the air load testing. All attempts will be made to align the air load test with the completion of the rebuild but there are no guarantees that there will be perfect alignment between other outage work and the air load testing. Nonetheless, air load testing should occur on the last Friday of the outage.

A thorough report of work performed and condition of the precipitator and related systems with recommendations of future work will be part of the above described mechanical field rebuild.

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Finally, any maintenance as-found in the ESP or any related sub-system will be performed such as bending plates back in to brackets, pulling or restringing of wires, replacing insulators, or replacing dog house insulator grounds. This activity is expected primarily in A and B West and East mechanical sections. These sections have been rebuilt over the last five years however are most heavily burdened.

Installation Responsibilities

The outline of labor needs is as detailed below. The Contractor shall provide skilled labor trained and experienced to perform the work required.

- Contractor locks need to be provided to adhere to the BED LOTO policy.
- Water wash down of the entire ESP internals at the start of the outage adhering to confined space protocol. Removal of ash/wash down materials are the responsibility of BED however it is the Contractor's responsibility to get all wash down material into the sump on the ground floor of the ESP. This will most likely require manually pushing material on the floor into the sump. Any specific ash hopper discharge area preparation for the water wash down on the ground floor of the ESP directing slurry to the sump is the responsibility of the Contractor.
- A preliminary inspection of the entire unit for comparison with the conditions as outlined in this RFP and identification of other work items that may need to be performed.
- Create access to the precipitator for access to the mechanical section of the ESP. Please note that the RSCR is located on the East side of the precipitator.
- Stage appropriate hoppers for safe entry and labor activities as well as any additional hoppers necessary for as-found repairs.
- Gut the mechanical section of all plates, wires, and wire frames. Wire bottle weights are to be salvaged/saved.
- Field fit and install plate alignment clips and center line stiffeners, see Collector System Material Supply.
- Install plates with wires and permanent stiffeners.
- Install emitter alignment frame.
- Plumb and align emitter wires; plumb and align collector plates.
- Install emitter-to-collector alignment insulators.
- Provide for proper lighting inside the ESP during the outage. Electrical service is available as listed below.
- Clean up and remove any and all trash including cigarette butts, other debris and extraneous items from the ESP which consists of hoppers, field internals, roof areas, and surrounding grounds. The scrap metal removed from the ESP will be placed in recycling hoppers coordinated by BED, BED will coordinate recycling. Note that there is a designated smoking area, no smoking is to occur on the grounds outside of this designated smoking area.
- Perform any corrective work necessary as a result of an air load test to follow substantial completion of the outage work. The Contractor shall keep the lead supervisor and two (2) workers on site until the air load test is passed satisfactorily in the event that corrective work is required. Air load test is defined in this case as T/R sets energized while running the ID and FD fans, no fire in the box.
- Provide any planking or ramps for staging and/or accessing the hoppers for entry to the work areas.
- All access door replacement rope seal material shall be provided and installed before the air load test.
- Open any/all access doors upon initiation of the project as necessary
- Close all access doors at the completion of the internal work after 100% new gasket material has been installed. BED will key the doors out however the 'slugging' of the doors will be performed by the Contractor and BED may request assistance during the keying in and out process if this activity is required multiple times during air load testing.
- Personnel facilities such as toilets, wash room, break room, and drinking water at McNeil Station are NOT adequate to meet the needs of the Contractor's labor force therefore the Contractor must provide for these services independently.

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- The Contractor shall provide an independent portable radio communications system for the precipitator work crew to use. At a minimum, the supervisors shall each have a radio on them at all times and one shall be provided to BED on the same frequency for facilitating communications between the Contractor and BED.
- The Contractor's lead field supervisor shall submit written summaries of work progress as compared to project goals each day to BED's representative.
- The Contractor is to provide a detailed final field service report within three (3) weeks of the end of the completion of the work including a description of the work performed, the as-left condition of the unit both mechanically and electrically, outstanding items, labor hours, miscellaneous materials used, and recommendations for future work. BED reserves the right to withhold up to 20% of the Contractor's invoice until this report is furnished.
- The normal work day shall be 12 hours from 0700 to 1900, which includes time for two (2), fifteen (15) minute breaks and a thirty (30) minute lunch. Only time worked shall be allowed for invoicing. The normal work week shall be 6 days so that Sunday shall be a day off. The Contractor may propose another work schedule as their experience dictates to accomplish the work according to the contract schedule or adjust the work schedule as necessary without price increases to meet contract deadlines.
- No work other than that specifically described herein shall be performed without prior approval from the appropriate BED representative. For additional work to be approved the need shall be described in writing with an estimate of the labor and material costs and the impact on the schedule.
- The Contractor shall provide for all tools and expendable materials including heavy equipment that may be needed to accomplish the task. The Contractor shall provide additional staging materials as may be required.
- The Contractor shall provide a work force adequate to accomplish the work according to the contract schedule. The Contractor shall identify one (1) overall field supervisor (Superintendent) to act as the primary liaison with BED's representatives.
- PPE required to complete the work such as hardhats, goggles, safety glasses, earplugs, face shields, work gloves, welding gloves, Tyvek coveralls, dust masks, and any COVID-19 (or similar pandemic) related PPE shall be included in the labor rates for the job to be completed.
- All consumables shall be part of the labor rate if as-found work is to occur and shall be built in to the overall rebuild cost of the mechanical field.
- Daily safety tailboards shall be conducted, documented, and saved for inspection. A copy of all safety tailboards shall be provided to the appropriate BED representative as well.

BED's Responsibilities

- For construction purposes, BED will have the following services available:
 - Electricity, 480 VAC, 3 phase, 60 Hz and 120 VAC, single phase, 60 Hz.
 - Water at 100 psig and up to 50 gpm.
- No compressed air is available. The Contractor must supply own air if needed.
- BED will provide a material lay down area on site with free access to the work area. Note that the RSCR is located on the East side of the precipitator and obstructs access to this side of the ESP.
- BED will provide copies of any reference drawings and specifications in its possession as requested by the Contractor.
- Any spare parts such as insulators, wires, and hardware already in BED's possession shall be made available to the Contractor as necessary.
- BED will be responsible for any taxes that may be due the State of Vermont.
- BED will add isolation berms with bottom ash at the request of the Contractor prior to the start of the ESP water wash down however any specific ash hopper discharge area preparation for the water wash down on the ground floor of the ESP directing slurry to the sump is the responsibility of the Contractor.

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- BED shall make any planking or ramps for staging the hoppers for access to the work areas already on-site available however additional planking may be required as in the end, access to the ESP is the final responsibility of the Contractor.
- BED personnel shall operate the ESP key interlock system to open the ESP at the start of the outage and at the end of the outage after the Contractor has closed, 'slugged', the access doors as well as at other times required for safe access during air load testing. The Contractor will place own locks on the key interlock box for protection of personnel per BED's LOTO procedure.
- If the Bidder requires an internal inspection of the ESP as part of preparing their proposal or prior to the beginning of the outage, the undersigned may be contacted to coordinate availability of the unit.
- BED will provide receptacles and coordinate site removal of all metal scrap removed from the innards of the ESP such as plates, wires, stiffeners, etc.

Hazardous Materials Communication

- Contractors should be advised that fly ash may become an irritant if it comes in contact with eyes or wet skin.
- There are no known process chemicals in the proposed work area.
- Contractor's personnel shall not use chemicals or chemical containers from other areas of the Station.
- Contractor's personnel are to stay clear of areas where hazardous chemicals are located. Such areas will be identified to the Contractor's on-site supervisor.
- Contractor's personnel shall wear personnel protective equipment such as goggles, gloves, respirators and body covering when involved in activity that exposes them to fugitive fly ash, such as the wash down.
- It is recommended that the Contractor supply portable eye wash stations. The Contractor shall inform his employees of the locations of such equipment.

Information Required with the Proposal

Description of Work Offered

- The Proposal shall contain a complete description of the services being offered clearly indicating compliance with the requirements of this request. ANY exception to the specifications must be clearly indicated in the Bidder's submitted proposal or suffer risk of non acceptance of the bid proposal.

Pricing

- All pricing shall be provided on a unit's basis with a line extension for total quantities proposed including parts and labor.
- The Contractor is invited to submit a lump sum bid to perform all the work requested herein. However, the price should include a breakdown for engineering, materials, labor and equipment.
- All pricing shall be in present U. S. dollars.
- Pricing shall be exclusive of taxes.
- The Bidder shall state in the proposal that financial penalties for non-compliance with the purchase order will be required. In particular, the Contractor will accept a penalty of up to 2% of the total installation contract price per day for every day after Day 14 (Friday) of the outage that the ESP is not available for operation unless an extension is granted by BED. "Available for operation" means that installation was performed according to specifications and an air load electrical test demonstrates satisfactory performance. Also, the Contractor shall accept back charges for any BED craft labor that might be required to achieve the objectives as described herein.

Materials Specification

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- Quotations for the materials portion of this request shall include drawings and specifications necessary to fully describe the material being offered including dimensions, ASTM grades on the steel, and installation sketches.

Site Review

- The Bidder shall acquaint oneself with the Station location and layout and all such conditions as may affect the execution of the work. The Proposal shall explicitly state that the Bidder has complied with this paragraph.

Personnel

- The Proposal shall name a responsible individual in the Contractor's organization who will act as the project manager for the work being offered and who may be contacted with questions regarding the Proposal. Further, the Proposal shall contain the names and resumes of as many of the total work force to be used as can be identified but particularly the field supervisors. The Contractor must include a "go-for" person on the crew for picking up local materials and equipment duly licensed to operate a motor vehicle in the State of VT or with a Commercial Driver's License if using a truck. The field supervisors will be expected to stay on the job site.

Guarantee

- The Contractor shall guarantee all work including materials and labor for 1 year after completion of the outage.

Miscellaneous Requirements

Schedule

- Engineering drawings and specifications for approval shall be submitted within three (3) weeks of receipt of an order for materials. Engineering drawings shall be supplied in PDF and AutoCAD electronic formats.
- All materials must be received on site by April 1, 2023.
- Construction shall take place during the McNeil Station's two (2) week outage currently scheduled to begin on April 22, 2023 and ending on May 7, 2023. The outage schedule is subject to change by ISO New England. Bidders should say in their proposal whether or not they are flexible enough for the schedule to change by 2 or 3 weeks with adequate notice by BED. Also note that the unit will not be cool enough to enter twelve (12) to twenty four (24) hours after the outage starts due to high temperatures in the ESP.
- BED will not be held accountable for any delays that are due to health and safety issues related directly or indirectly to COVID-19 or similar pandemic event. BED is committed to the fact that health and safety is the first priority at the Station.
- The Contractor's field supervisors shall arrive on-site no later than 2 days before Day 1 of the outage for coordination meetings with BED and to begin mobilizing activities.
- The lead field supervisor and two (2) laborers shall remain on-site until a successful air load test is accomplished.

Acceptance of Proposals

- The right is reserved by the Purchaser to reject any or all proposals or to accept any proposal as may be to the best interest of the Purchaser. The Purchaser does not obligate oneself to accept the lowest or any other proposal. The Purchaser reserves the right to accept or reject portions of any proposals.

Form of Contract

- A purchase order will be issued to the winning Bidder(s) detailing terms and conditions. The purchase order may only be altered by a written change order, issued by the Purchaser and accepted by the Contractor.

Acceptance of the Work

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- The work performed as a result of this request will be accepted only after certification to BED by the Contractor's field representative that the installation is complete in accordance with the plans and specifications agreed to in the order, is certified as acceptable by BED's representative, and has demonstrated acceptable air load electrical performance. "Acceptable air load electrical performance" means that the rebuilt electrical fields shall not exhibit any voltage cross over and they shall independently achieve at least 30 KV and 1 A in the secondary DC circuit as measured by the installed instrumentation. The same performance specifications apply to any fields where optional or additional work is performed. Up to 20% of the total amount of the purchase order shall be withheld from payment until the rebuilt mechanical field performance is brought to an acceptable performance level in the event the Contractor cannot identify where the lack of performance is based and the Station can no longer stay out of service due to operational constraints.

Protection

- The Contractor shall hold the Purchaser harmless from loss or damage resulting from action or neglect of the Contractor or his employees or agents, or any subcontractor.

Protection Against Accidents and Damages

- The Contractor hereby assumes entire responsibility and liability for any and all damage, loss or injury of any kind or nature to persons or property caused by or resulting from the execution of the work requested herein, or in connection therewith. The Contractor agrees that one will indemnify and hold harmless the Purchaser, and any and all of the Purchaser's officers, agents and servants from and against any and all claims, loss, damage, charge or expense, whether direct or indirect, and whether to persons or property, to which the Purchaser may be put or subjected by reason of any act, action, neglect, omission or default on the part of the Contractor, any of ones Subcontractors, or any of the Contractor's or Subcontractor's officers, agents, servants or employees.

Safety

- The Contractor shall acquaint oneself with and abide by Purchaser's Accident Prevention Manual as well as any and all applicable VOSHA regulations while performing the subject work on the Purchaser's premises. In particular, hard hats, eye protection, and any COVID-19 or similar pandemic related PPE shall be worn at all times while on the Purchaser's premises, as well as other appropriate attire. The Contractor and their Subcontractors shall take all safety and health precautions and furnish and install all guards necessary for the prevention of accidents. If BED asks the Contractor to dismiss any personnel for safety violations in accordance with the Accident Prevention Manual, the Contractor will still be held responsible for performing the agreed upon work on schedule. The Bidder is required to submit a copy of one's LOTO and safety procedure information upon submission of a proposal.

Identification of Drawings and Correspondence

- All documents originated by the Contractor following receipt of a purchase order shall make reference to the purchase order number.

Enclosures available only upon request as they have been provided historically

Enclosures:

General Electric Environmental Services ESP drawings -
J9145-1-A001, Overall Arrangement
J9145-1-A002, Overall Arrangement
J9145-1-C401, Bill of Material for Collecting System
J9145-1-C402, Assembly Collecting System

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J9145-1-C403, Assembly Collecting System
J9145-1-C404, Plan View
J9145-1-C502, Emitting System Assembly
J9145-1-C503, Emitting System Assembly
STDP-1-C410, Impact Diverter Details and Assembly

BHA Drawings-

879-1404-001, General Arrangement Drawing, Collecting Surface System
879-1404-002, General Arrangement Drawing, High Voltage System

Precipitator Services Group, Inc. Drawings-

10-009-326-D2, General Arrangement
10-009-326-C1, Collecting Plate

BED References

Figure 2, McNeil Station ESP

C. Proposal Format:

Part I -- Summary

This section should contain the name of the contact person, the mailing address, email address, and telephone number of the firm submitting the proposal, a summary of the company, and the service it will provide.

Part II -- Technical Proposal

This section should describe the proposer's approach and plans for accomplishing the Specifications.

This section should contain but is not limited to the following:

All technical questions should be directed to Burlington Electric Departments Purchasing office at jturner@burlingtonelectric.com. Any contact with any employee that is not authorized by the Purchasing Department could be considered a violation of the RFP process and could make your submission null and void.

Part III -- Site Walkthrough

There is no site walkthrough scheduled at this time.

Part IV -- Cost Proposal

This section should show the following:

- Fixed cost to complete the project as outlined in the RFP.

Progress Payment can be made on successful completion of the project milestones. Successful completion is defined as the full acceptance by Burlington Electric

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Department that the work was done in accordance to this RFP. Burlington Electric Department.

- Upon receipt and acceptance (as stated above) of invoice from vendor, Burlington Electric Department agrees to release funds within 30 business days.

Part V -- Professional Experience & References

This section should contain all pertinent information relating to proposer's organization, personnel, and experience that would substantiate its qualifications to perform the services required by the RFP and all subcontractors that will be used to complete this project. x

References must be submitted with proposals that demonstrate you have performed this type of work in the past. All subcontractors that are going to be used must submit evidence that they have performed this type of work in the past.

Part VI -- Additional Information

This section should contain any additional information that the proposer feels is pertinent information that has not been mentioned anywhere else in the RFP.

- A. Proof of Insurance
- B. Livable Wage Certificate

IV. Proposed Schedule

V.

Milestone	Date
Release of Formal RFP	11/15/2022
Walk-thru: date and time	N/A
Last Date to Submit Written Proposal	12/09/2022 11:00am EST
Evaluation of Proposals	Week of 12/12/2022
Selection of contractor	asap
Date Project can begin	April 22 nd 2023

Project must be completed by May 7th 2023

Evaluation of Proposals

Proposal evaluation criteria will include but are not limited to:

- Quality of the proposal
- Quality of the proposed methodology
- Qualifications and experience of personnel

- The general approach and plans to meet the requirements of the RFP
- Prior performance of the proposer on projects of similar scope and size
- Compliance with the terms, conditions, and other provisions of the RFP
- Cost of the proposal along with any additional cost BED would incur.
- Proof of insurance.

A. Amendment of Cancellation of RFP

The Department reserves the right to amend or cancel this RFP at any time if the best interest of the Department requires such action. The Department also reserves the right to award all or partial parts of the RFP to any or several contractors or what ever is in the best interest of the Department.

B. Proposal Modifications

No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested by the Department.

C. RFP Events and Timing

The timing and sequence of events from this RFP will be determined by the Department. The schedule is planned as follows; vendor contacts will be notified of any amendment to this schedule during the RFP Process.

See section IV. Proposed Timetable

D. Proposal Expenses

The Department assumes no liability for payment of any expenses incurred by any vendor in responding to this RFP.

E. Acceptance or Rejection of Proposals

The Department reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions, if in its sole judgement the best interests of the Department will be served. The Department further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Department. The Department also reserves the right to award all or partial parts of the RFP to any or several contractors that are in the best interest of the Department.

F. Ownership of Proposals

All proposals submitted in response to this RFP shall be become the sole property of the Department.

G. Oral Agreements and Arrangements

Any alleged oral agreement or arrangement made by a vendor with the Department or any Department employee will be disregarded in any Department proposal evaluation or associated award.

H. Vendor Presentation of Supporting Evidence/Surety

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the Department deems necessary to fully establish the performance capabilities represented in their proposals.

I. Vendor Demonstration of Proposed Services

Vendors may be asked to demonstrate specific proposed services or products including program components, software and hardware included in their response. Any requested demonstration will be provided at a site approved by the Department and without cost to the Department.

J. Vendor Misrepresentation or Default

The Department reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any Department contract.

K. Erroneous Awards

The Department reserves the right to correct inaccurate awards resulting from its clerical errors.

L. Public Records

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3) and all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must

accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between a vendor and the Department, the final administrative authority to release or exempt any or all material so identified, rests with the Department. All such materials **should be submitted in a separate sealed envelope and marked "CONFIDENTIAL"**.

M. Offer of Gratuities

The vendor warrants, represents and certifies that no elected or appointed official or employee of the Department has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by the Department if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor's agent of the vendor's employees.

N. Inspection of Work Performed

During and after the commencement of this project, the Department, and its authorized representatives, shall be allowed access to inspect all Contractor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor.

O. Collusion

By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud.

VII. Contract Provisions

The contract to be entered into between the Department and the successful proposer shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful proposer's treatment thereof as contained in this proposal, as well as general Department contract provisions.

The final award of this contract will be subject to your firm's execution of such a contract and the contract's approval by the issuance of a formal Purchase Order by BED's Purchasing Office. Proposals should include an acknowledgment that the standard provisions included in Department contracts are comprehended by your firm.

1. Termination

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The contract to be entered into between Burlington Electric Department and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, the Department shall have the right to terminate the said agreement immediately and award a new contract to another Proposer and the Contractor shall be responsible for damages and for additional costs incurred in reletting the contract.

2. Disclaimer

The Burlington Electric Department is not liable for any costs incurred by proposers in the preparation of proposals or for any work performed prior to the approval of an executed contract.

3. Notification of Selection

Award of this bid will be by "Letter of Award" issued by Purchasing and the issuance of a purchase order. The contract document shall include this Bid Document, any associated Addenda, and the signed Bid Proposal Form as signed by the successful Bidder.

There will be no formal RFP opening. All RFP's are to be delivered to Purchasing in a sealed envelope with two copies of all information being submitted.

4. Selection of contractor

Upon selection, the Department and the successful proposer will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made a part of the final contract. Should negotiations fail to result in agreement within two weeks from the commencement of negotiations, the Department reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with the best interest of the Department. By issuing this RFP the Department is not obligated to award a contract.

5. Delivery of Proposals

There will be no formal RFP opening. All RFP's are to be uploaded to our secure web site using your unique login. We will not accept any mailed or emailed responses. In order to be accepted they must be updated to the website by the specified date and time. Sending the response to anyone other than this method will make your submission void and will not be accepted.

6. RFP Opening:

There will be no formal RFP opening. All information in the RFP's will not be released until such is award by Burlington Electric and acceptance by the winning contractor. If you would like to receive the RFP overview results after the award you may do so only in writing (email) to our Purchasing Department. If you would like to review the RFP's that

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were submitted, you must submit a letter to our Purchasing Department requesting a meeting to review the files in person.

7. RIGHT TO SUBMIT A PROPOSAL ON BED PROJECTS.

Any contractor that is in good standings with all city departments within the city of Burlington Vermont may submit a proposal for work described above. If a contractor is found to owe funds or has been removed from any RFP lists within any city department, their RFP will not be considered. Contractor must comply with all provisions as outlined in this RFP in order to be considered.

The contractor 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). (Livable Wage, Outsourcing Ordinance, Union Deterrence)

8. BED Rights:

BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED. EXCEPTIONS TO THIS RFP SHALL BE BY WRITTEN NOTIFICATION ON THE AWARDED P.O. IN ORDER TO BE BINDING. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BURLINGTON

ELECTRIC DEPARTMENT. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

Burlington Livable Wage Ordinance

These Documents are not needed now. Only advisory of what will be required upon award of successful and awarded response to this RFP

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

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

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

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

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

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

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

Date: _____

By: _____

Consultant

Subscribed and sworn to before me:

Date _____

Notary

— A copy of the ordinance follows this Certification —

ATTACHMENT D - CONTINUED

NOTE: This ordinance only applies for contracts over \$15,000.

ARTICLE VI. LIVABLE WAGES

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. (FY 19 update)

- (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-five cents (**\$14.52**) 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 (**\$16.20**) 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)

Burlington Outsourcing Ordinance

These Documents are not needed now. Only advisory of what will be required upon award of successful and awarded response to this RFP

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

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), 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 _____, 20 .

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

— A copy of the ordinance follows this Certification —

ATTACHMENT E – CONTINUED

NOTE: This ordinance only applies for contracts over \$50,000.

BURLINGTON’S OUTSOURCING ORDINANCE

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.

Burlington Union Deterrence Ordinance

These Documents are not needed now. Only advisory of what will be required upon award of successful and awarded response to this RFP

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

I, _____, on behalf of _____ (Contractor)
and in connection with _____ (City contract/project/grant), hereby
certify under oath that _____ (Contractor) has not advised the conduct of
any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence
services in violation of the City's union deterrence ordinance.
Dated at _____, Vermont this ____ day of _____, 2018.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

— A copy of the ordinance follows this Certification —

ATTACHMENT F – CONTINUED

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.

TERMS and CONDITIONS

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (B.E.D.) Purchasing Office, constitute the entire agreement between B.E.D. and the supplier/contractor. Any modification to said agreement shall be submitted in writing by the party seeking said modification, to the other party. Said modification shall be agreed upon in writing by both parties in order for it to be enforceable. Absent said written modification, this form and said purchase order shall exclusively control the terms of the agreement between the parties.
2. Except as herein provided, no purchases ordered by unauthorized individuals shall be enforceable against B.E.D. Only individuals expressly designated as those vested with the authority to purchase on behalf of B.E.D. shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and B.E.D. shall not be liable for any such unauthorized agreements.
3. Sellers, suppliers and contractors shall not assign, delegate, transfer, convey, sublet, or otherwise dispose of their rights, titles, interests or obligations under this contract, or their power to execute such contract to any other person, firm or corporation, without the previous written consent of B.E.D.'s Purchasing Office.
4. The parties to this agreement hereby agree that this contract is subject to the laws of the State of Vermont. The parties to this agreement further agree that Vermont's version of the Uniform Commercial Code, found in Title 9A of Vermont Statutes Annotated, shall apply.
5. B.E.D. may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specifications or other requirements of this order.
6. B.E.D. reserves the right to cancel this order if goods are not shipped as directed. B.E.D. reserves the right to terminate its obligations under this order or any part hereof if any delivery/awarded service is not made in the time provided or, if no time is specified, within a reasonable time or if the material that is delivered/service provided is not as specified.
7. Seller shall ship in accordance with any instructions from B.E.D. and the requirements of common carriers to secure the lowest transportation costs. No shipments are to be made C.O.D., nor shall any such shipments be accepted. When goods or materials are shipped F.O.B. point of shipment, all freight charges are to be PREPAID by the Seller and added to the invoice total. An original copy of paid express or freight bill shall be attached to the invoice.
8. Seller shall furnish a packing slip with all shipments showing the purchase order number, seller name, catalog numbers, quantities (including back orders) and a full description of materials shipped.
9. Contractor shall furnish current Certificate of Insurance as outlined by B.E.D.'s Insurance Requirement Contractor's Order, a copy of which will be provided by B.E.D.'s Purchasing Office to the Seller. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Seller shall be liable for any and/or all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of work assigned/related to the awarded contract.
10. The contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of, and compliance with, the requirements of the "Dig Safe" program (30 V.S.A. §7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to indemnify and hold B.E.D. harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by B.E.D.
11. Seller shall follow all B.E.D. Safety Rules, a copy of which shall be provided, as well as follow good utility practices on details not covered in specification documents with preference given to B.E.D. Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NEC and NEC rules and regulations.
12. When the contract is awarded to provide services, the cost of service shall be a fixed fee or a time and material basis with a Not To Exceed amount. Expenses shall be billed at cost unless otherwise specified on the awarded contract. Seller shall furnish an invoice detailing Purchase Order number, scope of work, mileage and other expenses. If the contract is awarded on a time and material basis, the invoice shall also include dates worked, name of personnel, number of labor hours worked (traveled if chargeable), rate per hour and total labor, equipment rental hours and rates and materials. Seller shall be responsible to obtain all necessary permits and copies shall be furnished with each invoice. Seller shall also furnish documentation of all reimbursable expenses with each invoice.
13. Unless otherwise specified, payments shall be made on partial deliveries accepted by B.E.D. when the amount due on such deliveries so warrants. Progressive billing for services rendered shall be accepted unless fixed fee is quoted. Where there is a question of non-performance involved, payment in whole or part against which to charge back any adjustment required, shall be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive B.E.D. from taking such discount.
14. In accordance with city regulations, invoices for completed purchase orders must be received by B.E.D.'s Accounts Payable by the 27th of each month to assure payment by approximately the 15th of the following month. Invoices received after that date shall be carried forward to the following month.
15. **All invoices shall be mailed to the ATTENTION of B.E.D.'s Accounts Payable.** Inquiries regarding the status of unpaid invoices shall likewise be directed to B.E.D.'s Accounts Payable.

BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)

**MINIMUM INSURANCE REQUIREMENTS: TYPE 3
Contractor's Order**

1.1 Contractor shall purchase and maintain insurance coverage for not less than the following limits:

	<u>COVERAGE</u>	<u>MINIMUM LIMIT</u>
a.	Commercial General Liability: Bodily Injury and Property Damage	\$1,000,000 each occurrence \$2,000,000 in aggregate
c.	Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 combined single limit

I. Each Claim Aggregate Limit of Liability: \$5,000,000
(Aggregate for Each and Every Claim including Claims Expenses)

II. Each Event Aggregate Limit of Liability: \$5,000,000
(Aggregate for Each and Every Claim Event)

1.2 Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. The Contractor shall hold B.E.D. harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.

1.3 Contractor shall provide B.E.D. with a certificate of insurance for coverages set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to B.E.D. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Forward certificate of insurance to Burlington Electric Department, 585 Pine St., Burlington, VT 05401, Attention: Director of Purchasing & Facilities.

1.4 Any claim in excess of limits set forth above or which are not covered by the Contractor's comprehensive general liability, automobile liability, or worker's compensation insurance are the sole responsibility of the Contractor.

1.5 B.E.D. and/or any affiliated or subsidiary companies shall be recognized as additional insureds with respect to insurance. Coverage provided by the contractor shall be primary to any other valid and collectible insurance available with respect to B.E.D. as additional insured.

Revised 11/25/2020

TERMS and CONDITIONS

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (B.E.D.) Purchasing Office, constitute the entire agreement between B.E.D. and the supplier/contractor. Any modification to said agreement shall be submitted in writing by the party seeking said modification, to the other party. Said modification shall be agreed upon in writing by both parties in order for it to be enforceable. Absent said written modification, this form and said purchase order shall exclusively control the terms of the agreement between the parties.
2. Except as herein provided, no purchases ordered by unauthorized individuals shall be enforceable against B.E.D. Only individuals expressly designated as those vested with the authority to purchase on behalf of B.E.D. shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and B.E.D. shall not be liable for any such unauthorized agreements.
3. Sellers, suppliers and contractors shall not assign, delegate, transfer, convey, sublet, or otherwise dispose of their rights, titles, interests or obligations under this contract, or their power to execute such contract to any other person, firm or corporation, without the previous written consent of B.E.D.'s Purchasing Office.
4. The parties to this agreement hereby agree that this contract is subject to the laws of the State of Vermont. The parties to this agreement further agree that Vermont's version of the Uniform Commercial Code, found in Title 9A of Vermont Statutes Annotated, shall apply.
5. B.E.D. may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specifications or other requirements of this order.
6. B.E.D. reserves the right to cancel this order if goods are not shipped as directed. B.E.D. reserves the right to terminate its obligations under this order or any part hereof if any delivery/awarded service is not made in the time provided or, if no time is specified, within a reasonable time or if the material that is delivered/service provided is not as specified.
7. Seller shall ship in accordance with any instructions from B.E.D. and the requirements of common carriers to secure the lowest transportation costs. No shipments are to be made C.O.D., nor shall any such shipments be accepted. When goods or materials are shipped F.O.B. point of shipment, all freight charges are to be PREPAID by the Seller and added to the invoice total. An original copy of paid express or freight bill shall be attached to the invoice.
8. Seller shall furnish a packing slip with all shipments showing the purchase order number, seller name, catalog numbers, quantities (including back orders) and a full description of materials shipped.
9. Contractor shall furnish current Certificate of Insurance as outlined by B.E.D.'s Insurance Requirement Contractor's Order, a copy of which will be provided by B.E.D.'s Purchasing Office to the Seller. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Seller shall be liable for any and/or all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of work assigned/related to the awarded contract.
10. The contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of, and compliance with, the requirements of the "Dig Safe" program (30 V.S.A. §7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to indemnify and hold B.E.D. harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by B.E.D.
11. Seller shall follow all B.E.D. Safety Rules, a copy of which shall be provided, as well as follow good utility practices on details not covered in specification documents with preference given to B.E.D. Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NEC and NEC rules and regulations.
12. When the contract is awarded to provide services, the cost of service shall be a fixed fee or a time and material basis with a Not To Exceed amount. Expenses shall be billed at cost unless otherwise specified on the awarded contract. Seller shall furnish an invoice detailing Purchase Order number, scope of work, mileage and other expenses. If the contract is awarded on a time and material basis, the invoice shall also include dates worked, name of personnel, number of labor hours worked (traveled if chargeable), rate per hour and total labor, equipment rental hours and rates and materials. Seller shall be responsible to obtain all necessary permits and copies shall be furnished with each invoice. Seller shall also furnish documentation of all reimbursable expenses with each invoice.
13. Unless otherwise specified, payments shall be made on partial deliveries accepted by B.E.D. when the amount due on such deliveries so warrants. Progressive billing for services rendered shall be accepted unless fixed fee is quoted. Where there is a question of non-performance involved, payment in whole or part against which to charge back any adjustment required, shall be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive B.E.D. from taking such discount.
14. In accordance with city regulations, invoices for completed purchase orders must be received by B.E.D.'s Accounts Payable by the 27th of each month to assure payment by approximately the 15th of the following month. Invoices received after that date shall be carried forward to the following month.
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