



REQUEST FOR PROPOSAL # 006-26

Financial Enterprise Resource Planning / Financial Information System (FIS)

Issued on behalf of the City of Burlington and its Electric Department by

Paul Charbonneau

Director of Purchasing & Facilities

Burlington Electric Department

585 Pine St

Burlington VT 05401

Ph: 802-865-7456

Fax: 802-809-1107

purchasing@burlingtonelectric.com

Table of Contents

- 1.0 Project Summary1**
- 2.0 Burlington Electric Department Overview and FIS Use Cases1**
 - 2.1 About the Burlington Electric Department..... 1
 - 2.2 BED FIS Focus Areas 2
 - 2.3 BED IT Infrastructure 4
- 3.0 City of Burlington Overview and Financial ERP Use Cases5**
 - 3.1 About the City of Burlington 5
 - 3.2 COB FIS Focus Areas 6
 - 3.3 COB IT Infrastructure 8
- 4.0 Solicitation & Evaluation Process9**
 - 4.1 Vendor Standing..... 9
 - 4.2 Estimated Schedule 9
 - 4.3 Communication with COB and BED 9
 - 4.4 Vendor Questions..... 9
 - 4.5 Solicitation Updates 10
 - 4.6 Proposal Evaluation 10
 - 4.7 Notification of Selection/RFP Conclusion 11
- 5.0 Proposal Content11**
 - 5.1 Proposal Content & Organization 11
 - 5.2 Proposal Submission & Receipt..... 16
- 6.0 RFP Terms & Conditions16**
 - 6.1 Proposal Expenses..... 16
 - 6.2 Acceptance or Rejection of Proposals 16
 - 6.3 Ownership of Proposals 17
 - 6.4 Oral Agreements and Arrangements 17
 - 6.5 Vendor Presentation of Supporting Evidence/Surety 17
 - 6.6 Vendor Demonstration of Proposed Services..... 17
 - 6.7 RFP Opening 17
 - 6.8 Notification of Selection 17
 - 6.9 Contract Provisions 18
 - 6.10 Vendor Misrepresentation or Default..... 18
 - 6.11 Erroneous Awards..... 18
 - 6.12 Public Records 18
 - 6.13 Offer of Gratuities 19
 - 6.14 Collusion 19
 - 6.15 BED and COB Rights 19

7.0 Appendices & Attachments20

- 7.1 Attachment A: BED Technical Requirements 20
- 7.2 Attachment B: COB Technical Requirements 20
- 7.3 Attachment C: Proposed Pricing 20
- 7.4 Attachment D: Minimum Information Technology Standards 21
- 7.5 Attachment E: Insurance Requirements 23
- 7.6 Attachment F: BED Purchase Order Terms and Conditions 24
- 7.7 Attachment G: Livable Wage Ordinance Certification 26
- 7.8 Attachment H: Outsourcing Ordinance Certification 27
- 7.9 Attachment I: Union Deterrence Ordinance Certification 28

1.0 Project Summary

The City of Burlington, Vermont (COB), and its municipal electric utility, Burlington Electric Department (BED), are jointly issuing this Request for Proposal (RFP) to solicit competitive bids for the purchase and implementation of a modern, cloud-hosted Financial Information System (FIS) or Financial Enterprise Resource Planning (ERP) system software-as-a-service (SaaS) solution. This solicitation is being issued by BED on behalf of both COB and BED. COB and BED are seeking similar FIS/financial ERP capabilities, but there are differences in priority use cases as described further below, including chart of accounts, fund accounting, and payroll needs.

Vendors may respond to this RFP for COB only, BED only, or both COB and BED (vendors need not respond to requirements for both COB and BED to be considered). While the RFP is issued by BED, the COB is an equal partner in this solicitation and both parties will independently evaluate vendors responding to BED- or COB-specific requirements. Follow-up demonstrations will be conducted jointly as far as possible, but COB and BED will evaluate proposals based on their individual priorities and scoring criteria. While COB and BED will seek to negotiate jointly, each reserves the right to negotiate separately with the vendor of its choice.

COB and BED prefer a SaaS, cloud-hosted deployment model with separate production and test environments. The system must support role-based security, single sign-on (SSO) via SAML or LDAP, and comply with industry standards for data encryption, penetration testing, and disaster recovery. The final contract(s) may result in either a joint tenant/installation with COB and BED access and activities separated by appropriate security configuration or two independent tenants/installations. In the case of a joint tenant/installation, COB and BED would seek to harmonize their chart of accounts.

2.0 Burlington Electric Department Overview and FIS Use Cases

2.1 About the Burlington Electric Department

[Burlington Electric Department](#) is Vermont's largest municipally owned electric utility serving more than 21,500 customers in the City of Burlington, Vermont, as well as the Burlington International Airport (owned by the City of Burlington but located in adjacent South Burlington). BED's mission is to serve the energy needs of our customers in a safe, reliable, affordable, and socially responsible manner. BED is the only Vermont electric utility that is both a distribution utility and an "energy efficiency utility." BED is fully regulated at both the State and local level, because Vermont, unlike many states, fully regulates all utilities (including municipal utilities).

BED prides itself on being an innovative utility with an ambitious [strategic vision](#). In 2014, Burlington became the first city in the U.S. to source 100% of its electricity supply from renewable resources. Also in 2014, BED received funding from the federal American Reinvestment & Recovery Act Smart Grid program to deploy an advanced metering infrastructure (AMI) system, along with dedicated fiber communications lines to connect its distribution field devices and AMI meter collectors with its headquarters and backup locations. In 2019, the City of

Burlington adopted the goal of becoming a Net Zero Energy City by 2030 by eliminating fossil fuel use in the heating and ground transportation sectors through strategic electrification, demand response and FLM, efficiency gains, and expanding local renewable generation. BED offers [dozens of rebates and incentives](#) to promote strategic electrification.

2.2 BED FIS Focus Areas

BED is soliciting proposals for FIS SaaS solutions with robust financial reporting, management, and analysis tools that inform strategic business operations. To efficiently and effectively support BED's innovative and unique needs, BED seeks FIS solutions that address the following priority areas:

- Integrated General Ledger
- Accounts Receivable
- Accounts Payable
- Purchasing and Inventory
- Payroll and Timesheets
- Fixed Assets
- Grant Management
- Budgeting & Forecasting (capital and operating)

The following FIS use cases directly relate to and inform BED's Technical Requirements (Attachment A).

2.2.1 McNeil Generating Station Joint Ownership

[The McNeil Generating Station](#) is a 50 MW biomass-fueled power plant that operates on clean, untreated wood fuel (woodchips). The plant is jointly owned by BED (50% ownership), Green Mountain Power (31% ownership), and Vermont Public Power Supply Authority (19% ownership). BED runs on a fiscal year (July-June) and McNeil runs on a standard calendar year (January-December). BED is the operating owner of McNeil, meaning that BED keeps all accounts and performs all financial transactions for the plant on behalf of the joint owners. As a result, BED must budget 100% cumulative operations from both a fiscal **and** calendar year perspective. Additionally, BED currently uses fund accounting to budget, account, and report on the plant from a 50% ownership perspective.

In October 2024, COB and BED entered negotiations with the other joint owners of McNeil to discuss the potential transfer of shares in the plant and site to BED as the sole owner to facilitate innovative efficiency projects at the site while reducing stack emissions. Potential transfer of McNeil to BED will have implications from the accounting perspective for both the near and long term so vendor flexibility in accounting practices will need to be evident in vendor responses.

2.2.2 Accounting System, General Ledger, and Chart of Accounts

BED is mandated to follow the Unified System of Accounts prescribed for Public Utilities by the Federal Energy Regulatory Commission (FERC) as well as Governmental Accounting Standards Board (GASB) standards. Vendor proposals for General Ledger modules should illustrate the solution’s ability to integrate FERC accounting into the chart of accounts and the ability to drill down into the various subsidiary accounts (including code segments and ranges) that allow users to record and report at both detailed and summarized/aggregated levels. A sample of BED’s current account string breakdown is included below:

14 characters, 6 segments

Segment Name	Fund	Dept	Division	Base	Element	Object
Length (no. of digits)	AAA	BB	CC	DDD	EE	FF
	3	2	2	3	2	2

Currently, for non-expense accounts the FERC account is incorporated as the 3 “Base” numbers. For expense items, however, BED records a separate “project code” that includes the FERC account (this applies for all 500 and 900 FERC groupings). Ideally, BED would be able to discontinue the use of the project code for expense items and have a chart of accounts that fully integrates the FERC account for all types of transactions. The Dept and Division segments are utilized for budget purposes and identify the business area in which the expense falls.

2.2.3 Purchasing & Inventory

BED follows open and competitive procedures for the procurement of contracts for goods and services. The FIS should address BED’s needs for Purchasing and Inventory Management with a solution that encapsulates bid management as well as the tracking of the procurement process from Purchase Request/Purchase Order through to receiving, approval to pay, and payment via Accounts Payable. BED is required to track and maintain a variety of vendor attributes to ensure that vendors are in compliance with all COB policies and procedures on an annual basis, including, but not limited to, Livable Wage Ordinance tracking, 1099 documentation, and insurance requirements.

BED has a primary warehouse and stockroom as well as several other satellite facilities or “warehouses” that must be tracked for a variety of purchasing and inventory purposes. A list of BED sites is included below:

- Burlington Electric Department (Main Office)- *Pine St, Burlington VT*
- McNeil Generating Station & Waste Wood Yard- *Intervale Ave, Burlington VT*
- Winooski One Hydro Plant- *Winooski, VT*

- Gas Turbine (GT)- *Waterfront, Burlington VT*

Purchasing and inventory needs include the capability to allocate items to multiple sites with the ability to split items between a variety of work orders.

2.2.4 Payroll and Timesheets

As a municipal utility, BED has nuanced payroll requirements to accommodate a variety of pay codes and pay structures. BED tracks pension retirement earnings and contributions as well as a variety of leave banks for both union and non-union employees so a robust reporting engine will be required to meet BED’s tracking needs. Uniquely, BED requires the ability to calculate one-off and mass rate changes based on the ultimate pay range of pay scales. BED’s needs include a full-service time entry system where employees can enter their hours worked on various projects, including work orders. The payroll system requires an integration with a work and asset management system to facilitate entry of labor and vehicle time as well as the option for employees to charge time to various work orders.

2.3 BED IT Infrastructure

The following list identifies the principal components of BED’s current IT infrastructure. Systems that are envisioned to be directly connected to the FIS are also listed in Attachment A.

Category	Description
Email and Calendaring	Exchange / Outlook – Office 365
Desktop Operating System	Current: Windows 10; Future: Windows 11
Desktop Type	HP, Lenovo
Laptop Types	HP, Lenovo, Panasonic Toughbooks
Tablet Types	Microsoft Surface; iPad (used by field operations staff)
Desktop Applications	Microsoft Office, Edge, Chrome
Security Authentication	Windows Active Directory; Duo MFA
GIS	ESRI ArcMap Desktop v10.8/Schneider Electric ArcFM v10.8 (future update to ESRI ArcGIS Utility Network)
AMI	Itron OpenWay v7.2 HF1
SCADA/ADMS/DMS	Survalent
OMS	Implementing Survalent OMS in Q4 2025
CIS (Customer Information System)	Current: Central Square Implementing: SpryPoint SpryCIS (Q1 2026)
FIS (Financial Information System)	Current: Central Square NaviLine Release 9.1.23.1
IVR (interactive voice response)	None/TBD
Texting service	None currently; will be SpryCIS Q1 2026
MDMS (Meter Data Management System)	SmartWorks Compass 5.1
AMR	Itron’s Field Collection System (used to collect non-AMI meter reads)
3 rd Party Bill Print/Presentment	Utilitec/Doxim

Payment Processor	Paymentus
Customer Portal	Current: SilverBlaze/Capricorn Implementing: SpryEngage (Q1 2026)
Mobile Field Service (for dispatching of Service Orders)	Implementing SpryMobile MFS (Q1 2026)

3.0 City of Burlington Overview and Financial ERP Use Cases

3.1 About the City of Burlington

A vibrant and diverse community, [the City of Burlington, Vermont](#) is home to approximately 43,000 residents. The City operates as a full-service municipal government and is committed to the core values of equity and inclusion, affordability, community engagement, and good governance. In addition to the Burlington Electric Department, the COB encompasses a variety of departments, offices, and services that support the wellbeing, safety, and economic growth of the community, including:

- Assessor’s Office
- Attorney’s Office
- Burlington International Airport (enterprise fund)
- Burlington School District
- Business and Workforce Development
- Church Street Marketplace
- City Arts
- City Planning
- Clerk/Treasurer’s Office
- Community & Economic Development Office (CEDO)
- Community Justice Center
- Fire Department
- Fletcher Free Library
- Human Resources Department
- Parks, Recreation, & Waterfront
- Permitting & Inspections
- Police Department
- Public Works Department
- Racial Equity, Inclusion & Belonging (REIB)
- Retirement Administration
- Water Resources (enterprise fund)

3.2 COB FIS Focus Areas

COB is soliciting proposals for a financial ERP solution that provides a centralized system of record for all financial data across City departments. The system must offer modules which encompass general ledger, budgeting, accounts payable, accounts receivable, payroll, procurement, fixed assets, and grant management. The FIS should support the City's multi-departmental structure while maintaining real time data synchronization and a full audit trail across all modules.

The following use cases directly relate to and inform the COB's Technical Requirements (Attachment B).

3.2.1 Accounting Standards & Chart of Accounts

COB must maintain compliance with Governmental Accounting Standards Board (GASB) principles. The financial ERP must support GASB-compliant fund accounting, including fund, department, project, and object-level coding. The system should offer a flexible, segment-based chart of accounts (COA) structure, support pooled cash, and automate interfund balancing and due-to/due-from accounting. While not required, the ability to accommodate FERC-style account coding would provide added flexibility for long-term integration with BED.

3.2.2 Capital Project Accounting

The financial ERP must include a robust capital project accounting module that enables full lifecycle management of capital improvements and infrastructure investments. This includes the ability to:

- Establish and track multi-year project budgets, funding sources, and appropriation schedules
- Allocate costs across phases (e.g., planning, design, construction, closeout)
- Associate expenditures with multiple funding sources such as bonds, grants, TIF districts, and internal service funds
- Track committed funds, retainage, and open encumbrances tied to contracts and purchase orders
- Manage project-to-date and year-to-date reporting, including reconciliation with the general ledger
- Integrate with procurement, accounts payable, fixed asset, and grant modules
- Support construction in progress (CIP) reporting, project performance dashboards, and audit-ready expenditure history

This functionality must also support COB's requirements for cross-departmental project visibility, internal service charges, and compliance with external funding requirements, such as those imposed by federal and state infrastructure programs.

3.2.3 Budgeting & Forecasting

The system must support both capital and operating budget development and monitoring. Required features include segment-level data entry, Excel-based import/export, role-based approvals, and the ability to tag and track grant-funded budgets. Advanced functionality should support scenario modeling, long-range forecasting, and cost projection tools for personnel, benefits, and inflation.

3.2.4 Payroll and Position Control

The financial ERP must include or integrate with a payroll module capable of allocating expenses across funds, departments, or projects. Position control functionality must support budget-to-actual reconciliation, salary planning, and benefit modeling. Employees must have secure access to time tracking, leave balances, and payroll history. Integration with the City's HRIS (UKG) is required.

3.2.5 Procurement and Accounts Payable (AP)

The system must support end-to-end procure-to-pay workflows, including:

- Split and multi-fund purchase orders
- Bid management and requisition approvals
- Vendor compliance tracking (W-9s, 1099s, MWBE status, insurance, etc.)
- Federal grant subrecipient tracking
- Support for recurring payments and early payment discounts

3.2.6 Revenue Billing & Accounts Receivable

The solution must support flexible invoice generation and batch receipting to accommodate department-specific needs, such as parking, leases, events, and manual systems. Integration with platforms like CivicRec, Municipay, Authorize.net, and Stripe is required.

3.2.7 Grants & Special Funds

The solution must include a grants and special funds module capable of managing the full lifecycle of grant awards—from award setup and budget linkage to expenditure tracking, reimbursement invoicing, and reporting. The system must support federal reporting standards, including schedule of expenditures on federal awards (SEFA) exports and audit-ready documentation.

3.2.8 Reporting & Analytics

The system must offer robust reporting tools, including standard and custom reports for budget-to-actual comparisons, fund balance summaries, interfund reconciliations, and trial balances. Support for CAFR/ACFR preparation, multi-year comparative reporting, and export to Excel, PDF, or business intelligence platforms is essential.

3.2.9 Cash Management

The solution must support daily cash balance visibility, automated bank reconciliations, pooled cash functionality, and investment tracking across funds or entities.

3.2.10 Data Access, Storage, Integration, and Hosting

The system must support real-time or scheduled integration with the City’s other platforms, including:

- Water Billing
- HRIS (UKG)
- Asset Management (VueWorks)

3.3 COB IT Infrastructure

The following list identifies the principal components of the COB’s current IT infrastructure. Systems that are envisioned to be directly connected to the FIS are also listed in Attachment A.

Category	Description
Email and Calendaring	Office365 (G1 & P1 licenses)
Desktop Operating System	Windows 10 (moving to Windows 11)
Desktop Type	HP, Dell
Laptop Types	HP, Lenovo
Tablet Types	Microsoft Surface; iPad
Desktop Applications	Microsoft Office, Edge, Chrome, Firefox, Adobe Creative Suite,
Security Authentication	Windows Active Directory;
GIS	ESRI ArcMap Desktop v10.8
Endpoint Security	Fortinet antivirus
SCADA/ADMS/DMS	Aveva (Water department)
CIS (Customer Information System)	OpenGov
FIS (Financial Information System)	Current: TylerTech New World
HRIS (Human Resources Information System)	UKG
WAMS (Work & Asset Management System)	VueWorks
IVR (interactive voice response)	None/TBD
Texting service	None currently; will be implementing Verizon solution
3 rd Party Bill Print/Presentment	OpenGov, CivicPlus (online payments) Keybank/FirstData, AMG/FirstData, Stripe, Square
Payment Processor	Harris Flexibill (water department), authorize.net, Municipay
Customer Sales Portals	OpenGov, CivicPlus (CivicRec), dockwa, marketwurks, bloomerang, AIMS, Cale, Municipay, NEMRC, Park Mobile, KOHA

4.0 Solicitation & Evaluation Process

4.1 Vendor Standing

Any vendor that is in good standing with all Departments of the City of Burlington, Vermont may submit a proposal. If a vendor is found to owe funds to or has been removed from any solicitation list of any City Department, its proposal will not be considered.

4.2 Estimated Schedule

Below is the planned schedule for activities associated with this RFP solicitation. Dates and times are subject to change at the sole discretion of BED and COB. Modifications to this schedule will be communicated by BED on a timely basis. Questions or proposals that are received after the due dates listed will be eliminated from consideration as part of the RFP solicitation process.

Activity	Date
RFP Release	Friday June 20, 2025
Vendor Questions Due Date (submitted to Purchasing)	Wednesday July 2, 2025
Live Q&A Session	Thursday July 10, 2025
RFP Proposal Due Date (6-Weeks from Release)	Friday August 1, 2025
Vendor Follow-up Demonstrations & Discussions	September 2 – 5, 2025
Reference Checks	September 8- 12, 2025
Vendor Selection for Award Negotiation	Q4 2025

4.3 Communication with COB and BED

All communication related to this solicitation must be through BED’s Purchasing Department, by email to purchasing@burlingtonelectric.com. All communication pertaining to this solicitation should contain “RFP #006-26: Financial Information System” in the subject line.

Vendor communications should adhere to the solicitation process and schedule detailed herein. Email is the required communication format to ensure all content is captured and to avoid verbal miscommunications. Failure to comply with this communications protocol may be sufficient grounds for proposal rejection.

4.4 Vendor Questions

Vendors should read this RFP solicitation in its entirety, including the appendices, before submitting questions. To address any items that remain unclear, COB and BED will use a formal question and answer process. Please submit questions to purchasing@burlingtonelectric.com by Wednesday, July 2, 2025, by 5:00 PM EDT. Vendor questions will be collected, consolidated, answered, and posted on a rolling basis at the discretion of BED and COB. Questions will be answered at a Vendor Q&A Meeting with follow-up responses provided in writing. The Vendor

Q&A Meeting will be held on Thursday, July 10, 2025, at 2:00 PM EDT via Microsoft Teams. Responses provided during the Vendor Q&A meeting will also be provided in written form and emailed or posted for all vendors. Please utilize the following link to join the July 10 meeting at 2:00 PM EDT:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 298 420 803 361 0

Passcode: eV3ZD6tr

Dial in by phone

[+1 802-489-6254](tel:+18024896254), [476175477#](tel:+1476175477) United States, Burlington

[Find a local number](#)

Phone conference ID: 476 175 477#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

4.5 Solicitation Updates

COB and BED will endeavor to communicate with all proposers via BED’s website in a timely manner regarding any solicitation updates. Responses to vendor questions and any related addenda or updates to this solicitation will be posted by COB and BED on BED’s website. All vendors will receive an email that the RFP has been updated.

4.6 Proposal Evaluation

The evaluation process is anticipated to involve three sequential stages: 1) proposal review, 2) detailed vendor demonstrations, and 3) reference calls. Vendor proposals will be evaluated according to the proposal content specified in Section 6 of this document. Vendor demonstrations will be evaluated based on the vendor solution’s ability to support functional use cases. Reference calls will be evaluated based on the similarity of references to COB and BED in profile and customer offerings as well as reference customer experience.

4.6.1 Evaluation Criteria

The following evaluation criteria are intended to guide review discussions and to choose short-listed vendors. They should not be interpreted as concrete scoring that would lead to an award absent evaluation of other intangible characteristics.

Criterion	Weight
Solution capabilities, including ability to meet functional use cases, product roadmap, security/architecture, etc.	48%
Vendor experience/capabilities, including customer base, project approach, team experience, references, etc.	17%
Cost	35%

4.7 Notification of Selection/RFP Conclusion

Notification of selection will be by "Letter of Award" issued by BED/COB Purchasing. Upon selection, COB/BED and the successful proposer(s) will negotiate a contract(s). Should negotiations fail to result in agreement, COB and BED reserve the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with their best interests. By issuing this RFP, COB and BED are not obligated to award a contract or issue a purchase order.

5.0 Proposal Content

All proposals are subject to the instructions, conditions, specifications, addenda, and any other elements of this solicitation, including those incorporated by reference. This solicitation and the associated attachments are prepared in various digital formats, including but not limited to, Adobe PDF, Microsoft Word, and Microsoft Excel. Any alterations to the original formats made by the Proposer may be grounds for rejection of the Proposal, cancellation of any subsequent award, or any other legal remedies available to BED and COB.

5.1 Proposal Content & Organization

Proposals must contain the following items to be considered a complete response to this RFP:

1. Solution & Corporate Summary
2. Project Experience & References
3. Vendor Team & Partnership Experience
4. Innovation Focus
5. Project Schedule
6. Expectations for Customers
7. Hardware Requirements
8. Contract Templates
9. Attachments A & B: Technical Requirements
10. Attachment C: Proposed Pricing
11. Attachment D: Information Technology Specifications
12. Attachment E: Insurance Requirements
13. Attachment F: Purchase Order Terms and Conditions
14. Attachment G: Livable Wage Ordinance Certification
15. Attachment H: Outsourcing Ordinance Certification
16. Attachment I: Union Deterrence Ordinance Certification

5.1.1 Corporate Summary

Provide vendor legal name, vendor primary project contact and contact information, legal form of vendor company (including any parent company), corporate history, number of years in business, number of electric utility clients (for BED proposals), number of municipal clients (for COB proposals), average customer base of electric utility customers (for BED proposals), average

population of municipalities served (for COB proposals), and financial condition. Proposers that seek to partner with other solutions providers to provide a comprehensive FIS solution must state their willingness and authority to act as prime for the final proposed solution and the intended subcontractor partnership(s) envisioned. Relevant contact information should be provided for all subcontractor partnerships.

5.1.2 Proposed Solution

This section should describe the vendor's software and proposed solution, highlighting what they believe to be their competitive strengths, market differentiators, and direct value in helping BED and COB achieve their goals and use cases described herein. Vendor responses should include the following elements:

- Municipal and electric utility experience overview—please discuss relevant experience with municipal government entities and electric utilities.
- Capabilities and approach to providing implementation management, staff training, and ongoing technical and maintenance support. If the vendor is serving as the prime in conjunction with other subcontractor partners, similar information should be provided for all entities.
- Describe any opportunities for customer engagement with vendor (e.g., user group) or with other customers (e.g., annual conference).

5.1.3 Innovation Focus

Describe the vendor's experience and outlook in FIS and other innovative solutions from three perspectives:

- 1) PAST – Summarize vendor's past track record of innovation (looking back 5 years). Provide all corresponding product roadmap(s) covering the preceding five years and identify which milestones were achieved and what their final implementation date was.
- 2) PRESENT – Describe vendor's current product development process and what current and emerging challenges are being addressed. Describe vendor's development cycles, testing procedures, and the release schedule and frequency. Provide a current product roadmap (next 1 to 3 years) for the proposed solution. Describe vendor's process for incorporating customer requests into the roadmap.
- 3) FUTURE – Describe vendor's long-term approach to ensuring that their solution evolves to meet the changing needs of their customers.

5.1.4 Project Experience & References

This section should describe briefly the top five most relevant projects implemented by the prime vendor that directly correspond to the work contemplated by this RFP. If proposing as a vendor team, projects should be selected that reflect successful project completion as a vendor team and identified as such. If vendor team projects do not exist or the vendor is proposing independently, all projects listed should have been led by the prime vendor submitting the proposal. Projects and

references given should be relevant to this RFP's project scope, type of municipality/utility served, and scale/size of municipality/utility served. References should be included for all five projects listed and should list contact name and current contact information (e-mail address and phone number). COB and BED reserve the right to contact these references without notifying the vendor in advance.

5.1.5 Vendor Team & Partnership Experience

This section should contain 2 parts. First, describe the company's major divisions and the number of FTE in each. (For example, R&D, sales, support, technical/implementation services.) Second, describe the vendor team that is anticipated to provide primary services to COB and/or BED during the project implementation (if the vendor is selected). The vendor team would ideally be associated with the five projects and references provided, but this is not mandatory. For all team members, include years of experience in municipal government or electric utilities, years of experience at the vendor company, and number of FIS implementations performed. If multiple solutions providers are working together as a team, the corporate relationships between all solutions providers should be discussed to define clear division of roles and accountability. Additionally, any historical context related to how the various solutions providers have previously worked together should be discussed.

5.1.6 Project Schedule

Vendors should include a tentative project timeline showing the major milestones and their durations for the vendor's implementation of the new FIS.

5.1.7 Expectations for Customers

Vendors should describe their expectations for BED and COB in implementing and maintaining the vendor's solution, including:

- With what roles and how many FTEs should municipal and utility customers plan to staff for the FIS implementation project?
- What functional (e.g., accountants, payroll staff, etc.) resources should customers plan to have on staff to administer the FIS solution? What roles and how many FTE?
- What technical (e.g., IT) resources should customers plan to have on staff to support and maintain the FIS solution? What roles and how many FTE?

5.1.8 Platform Technology

COB and BED anticipate that the FIS solution will be vendor-hosted (cloud) and there will be minimal requirements for on-site hardware and computer resources. Please confirm this or indicate any infrastructure requirements (whether virtual machine, or physical) needed to operate the FIS. For on-premises integrations indicate supported connectivity models (i.e. single ipsec tunnel, multiple ipsec tunnels, SD-WAN, or other).

Please list any/all current security certifications. Please describe current data security, back-up, and encryption policies.

Please list all integrations/APIs to utility business systems that your solution requires. For each, describe the data exchange standards (XML, Web Services, MultiSpeak, or custom API) supported or provided by your product.

Please describe the level and types of system documentation that will be provided for all applications and functions of the proposed as-delivered system, including all hardware (if applicable), software, and middleware as well as any software interfaces. In general, the documentation provided must cover installation, system startup, functionality, operation, and maintenance.

5.1.9 Contract Templates

Vendors should include with their response a copy of their standard template for any/all contracts they anticipate executing with COB and/or BED if they are awarded this project: for example, software-as-a-service agreement, implementation services agreement. Vendors' standard software-as-a-service or support and maintenance agreement should include information such as 24X7 support, service tiers, resolution process, escalation process, application patching and such.

5.1.10 Attachments A & B: Functional & Technical Requirements

Attachments A and B are Excel workbooks that list detailed functional and technical requirements for BED (Attachment A) and COB (Attachment B). Vendors must indicate how its solution meets each requirement. **This step is a critical component of the RFP process; therefore, the vendor should review and complete this attachment carefully and in its entirety.**

Vendors should complete Attachments A and/or B according to the provided instructions. Failure to do so may preclude the vendor from further consideration. Vendors that do not complete Attachments A or B according to BED and COB's desired standard may be asked for additional information.

1. The vendor should thoroughly review all technical requirements in the Excel workbook. The review should be conducted by appropriate subject matter experts for each respective category.
2. For each requirement on tab 2 of the Excel workbook, select one response from the dropdown list "Vendor Response" in column 'F' - "Integration Capability" in column 'G' - "Integration Method" in column "H." Please add specific systems with which you have experience and as necessary enter any notes, clarifications, or assumptions related to your response for each requirement in column 'I' - "Vendor Response Notes".
3. For each requirement on tab 2 of the Excel workbook, select one response from the dropdown list in column 'F' - "Vendor Response." Dropdown response options are:
 - Yes – Standard Functionality
 - Yes – Modifications Required

- Roadmap with scheduled release (provide release date in notes)
- Roadmap – Future release TBD
- Not Possible

As necessary, enter any notes, clarifications, or assumptions related to your response for each requirement in column ‘I’ – “Vendor Response Notes”.

5.1.11 Attachment C: Proposed Pricing

It is strongly recommended that vendors complete Attachments A and B before proceeding to Attachment C. Upon completion of Attachments A and/or B, the vendor should have a comprehensive understanding of BED and COB’s desired functional and technical requirements for the FIS project. In this section the vendor will complete an Excel worksheet with their proposed pricing to enable ease of vendor comparison. Relevant comments should be captured according to the corresponding line items to ensure any vendor differentiation, concerns, or anomalies are adequately noted and compared according to a similar basis.

Vendors should complete Attachment C according to the provided instructions. Failure to do so may preclude the vendor from further consideration.

Vendors that do not complete Attachment C according to the desired standard may be asked for additional information.

BED and COB are cognizant that vendors may require further information and data before being able to provide a finalized cost estimate. Conversely, BED and COB believe that Attachments A and B provide a substantially robust basis for vendors to be able to provide an accurate expectation of anticipated costs. It is strongly recommended that cost estimates proposed as part of the RFP solicitation process be as near to the anticipated final cost, as much as reasonably feasible. Areas of anticipated uncertainty or additional costs should be noted as part of a vendor’s Attachment C submission.

5.1.12 Attachment D: Minimum Information Technology Specifications

The vendor should be able to meet all minimum Information Technology (IT) standards specified in Attachment D to be considered for future implementation.

The vendor should indicate that they are fully able to meet the minimum IT standards or note if any of these standards cannot be met and explain why not.

5.1.13 Attachment E: Insurance Requirements

The vendor should indicate that they have thoroughly reviewed and understand Attachment E.

5.1.14 Attachment F: Terms and Conditions

The vendor should indicate that they have thoroughly reviewed and understand Attachment F.

5.1.15 Attachment G: Livable Wage Ordinance Certification

The vendor should complete the first page of this section and submit it as part of their proposal.

5.1.16 Attachment H: Outsourcing Ordinance Certification

The vendor should complete the first page of this section and submit it as part of their proposal.

5.1.17 Attachment I: Union Deterrence Ordinance Certification

The vendor should complete the first page of this section and submit it as part of their proposal.

5.2 Proposal Submission & Receipt

5.2.1 Proposal Submissions

All proposals must be submitted electronically via upload to BED’s secure RFP website according to the anticipated schedule. Hard copies of proposals will not be accepted. Proposal response should be sent electronically with the following subject line: “RFP # 006-26: Financial Information System – Vendor Name”

Proposer will receive an automated response shortly after submittal. If receipt is not acknowledged by BED, vendors should follow-up via e-mail to confirm receipt at purchasing@burlingtonelectric.com.

5.2.2 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 or approved by BED or COB.

5.2.3 Ownership of Proposals

All proposals submitted in response to this RFP shall become the sole property of BED and COB.

6.0 RFP Terms & Conditions

6.1 Proposal Expenses

Participation in this RFP is voluntary. Neither COB nor BED will pay for the preparation of any information submitted by a respondent or for COB or BED’s use of that information. BED and COB assume no liability for payment of any expenses incurred by any vendor in responding to this RFP or for any work performed prior to the approval of an executed contract.

6.2 Acceptance or Rejection of Proposals

Vendors must comply with all provisions as outlined in this solicitation in order to be considered. BED and COB reserve 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 their sole judgment the best interests of BED and COB will be served. BED and COB further reserve 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 BED and COB. COB and BED also reserve the right to award all or partial parts of the RFP to any or several contractors that are in the best interest of BED and COB.

6.3 Ownership of Proposals

All proposals submitted in response to this RFP will become the sole property of BED and COB.

6.4 Oral Agreements and Arrangements

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

6.5 Vendor Presentation of Supporting Evidence/Surety

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

6.6 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 during business hours either virtually or at a site approved by BED or COB and without cost to BED or COB.

6.7 RFP Opening

There will be no formal RFP opening. All information in the RFPs responses will not be released until such is awarded by BED or COB and accepted by the winning contractor. Vendors wishing to receive an overview of RFP results or to review the RFPs that were submitted after the award may do so by submitting a written request to BED's Purchasing Department.

6.8 Notification of Selection

Notification of selection will be by "Letter of Award" issued by BED/COB Purchasing. Upon selection, BED and/or COB and the successful proposer(s) will negotiate a contract(s). Should negotiations fail to result in agreement, BED and COB reserve the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with their best

interests. By issuing this RFP, BED and COB are not obligated to award a contract or issue a purchase order.

6.9 Contract Provisions

The contract(s) to be entered into between Soliciting Entities and the successful proposer(s) 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 contract provisions of COB and BED. The selected proposal in whole or in part and this Bid Document and any associated Addenda may be incorporated into and made a part of the final contract. 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 COB or BED.

Proposals should include an acknowledgment that the following standard provisions regarding termination shall be included in the contract to be entered into between COB/BED and the successful proposer: "If the Contractor fails to fulfill any of the terms of the agreement on time, COB/BED 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."

Vendors contracting with COB or BED must also comply with all applicable Federal, State, and local laws, including but not limited to the City of Burlington Livable Wage, Non-Outsourcing, and Union-Deterrence Ordinances and shall provide the required certifications attesting to compliance with these ordinances (see attachments G-I).

6.10 Vendor Misrepresentation or Default

BED and COB reserve 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 BED or COB contract.

6.11 Erroneous Awards

BED and COB reserve the right to correct inaccurate awards resulting from its clerical errors.

6.12 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 BED/COB, the final administrative authority to release or exempt any or all material so identified rests with BED/COB. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL."

6.13 Offer of Gratuities

By submitting a proposal, the vendor warrants, represents, and certifies that no elected or appointed official or employee of BED or COB has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by BED or COB 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, or the vendor's employees.

6.14 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.

6.15 BED and COB Rights

BED and COB reserve 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 or COB. BED and COB reserve the right to negotiate separately with any source to serve the best interest of BED or COB. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BED and COB. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

7.0 Appendices & Attachments

7.1 Attachment A: BED Technical Requirements

Attachment A is included as a separate attachment.

7.2 Attachment B: COB Technical Requirements

Attachment B is included as a separate attachment.

7.3 Attachment C: Proposed Pricing

Attachment C is included as a separate attachment. BED Proposed Pricing is listed on Tab 1 and COB pricing is listed on Tab 2.

7.4 Attachment D: Minimum Information Technology Standards

The following list of minimum IT standards should be adhered to by any vendors proposing on this RFP solicitation. By submitting an RFP proposal, the vendor agrees that they can meet these standards. This is not intended to be an exhaustive list of requirements, but rather a starting point for working with BED and COB's IT departments.

- All server and end-user desktop applications should be compatible with recent operating system versions.
- Vendor will support the reliable operation of their product under all current operating system updates and patches. If an incompatibility with any operating system update or patch is discovered, vendor will address the incompatibility in a timely fashion and as part of the standard maintenance agreement at no additional cost.
- All 3rd party software provided by the vendor must be appropriately licensed. Vendors must provide adequate proof of that licensing.
- If vendor's product requires 3rd party software, vendor will support the reliable operation of their product under all current updates and patches to that 3rd party software. If an incompatibility with any required 3rd party software update or patch is discovered, vendor will address the incompatibility in a timely fashion and as part of the standard maintenance agreement at no additional cost.
- All end-user desktop applications must be able to run with standard user operating system permissions. End-user applications must NOT require administrative permissions to run.
- All server and end-user desktop applications should be able to run on a server and/or client with active firewall and/or virus scanning software without limitations.
- All server and end-user desktop applications should support running in a properly sized and tuned virtualized environment.
- Applications should have a modern security model for role-based security, one that is flexible and allows individual and group enablement from a feature(s) standpoint. Integration with Active Directory is preferred.
- Sensitive data must be protected, including but not limited to, bank accounts, credit card numbers, and social security numbers. Sensitive data must be securely encrypted in transit and at rest and be masked or removed as needed on any end-user application, system or transaction logs, reports or other output.
- Permanent remote access to systems is only available with an explicit signed remote management agreement between the vendor and the utility.
- Temporary remote access to systems can be accomplished via WebEx, GoToMeeting or other shared desktop tool. In some limited circumstances, a utility-provided VPN account may be used.
- Public facing systems or applications must be secured according to standard security best practices. Vendor must provide detailed design documentation identifying systems, devices or other hardware, the name and version of all internet facing software, communications flows between devices/systems (external to internal/internal to external), encryption

methodologies and protocols, and proof of compliance with any necessary compliance certifications (i.e., PCI/HIPPA).

- Any browser-based software must be supported broadly across all common browser platforms (particularly Chrome). Strong preference will be given to HTML5 based software; at a minimum the vendor should demonstrate a roadmap for migrating away from Java, Flash, ActiveX or other outdated plugins.
- Vendor must grant utility full ownership, access rights, and legal control of all data generated by usage of the vendor's systems or applications.
- Vendor is responsible for providing all documentation necessary for the installation, configuration and on-going maintenance of vendor's systems or applications.

7.5 Attachment E: Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS: TYPE 3

Contractor's Order

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

COVERAGE	MINIMUM LIMIT
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
d. Workers' Compensation and Employers Liability: WC: Statutory coverage EL: \$100,000 each accident \$100,000 each employee \$500,000 policy limit	
e. Cyber Liability: Each Claim/Event Aggregate limit	\$2,000,000 each claim \$2,000,000 each 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 BED/the City of Burlington 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 BED/the City of Burlington 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 BED/the City of Burlington. Such evidence of insurance shall be received at BED/the City of Burlington 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.

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 BED/the City of Burlington 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 BED/the City of Burlington as additional insured.

Revised 11/25/2020

7.6 Attachment F: BED Purchase Order Terms and Conditions

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (BED) 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 BED. Only individuals expressly designated as those vested with the authority to purchase on behalf of BED shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and BED 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 BED'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. BED 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. BED reserves the right to cancel this order if goods are not shipped as directed. BED 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 BED 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 BED's Insurance Requirement Contractor's Order, a copy of which will be provided by BED's Purchasing Office to the Seller. Such evidence of insurance shall be received at BED 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 BED harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by BED.

11. Seller shall follow all BED 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 BED Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NESC 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 BED 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 BED from taking such discount.

14. In accordance with city regulations, invoices for completed purchase orders must be received by BED'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 emailed to BED's Accounts Payable at bedap@burlingtonelectric.com. Inquiries regarding the status of unpaid invoices shall likewise be directed to BED's Accounts Payable.

Rev. 9/9/2010

7.7 Attachment G: Livable Wage Ordinance Certification

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____ services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LW O"), B.C.O. 21-80 et seq., and that:

(1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (or the duration of the contracted project);

(a) Full-time employees are entitled to 12 days of paid time off per year; and

(b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis; (c) For a covered employer that provides employer assisted health care, the livable wage

shall be at least \$19.90 per hour; and

(d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$22.11 per hour.

(2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;

(3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;

(4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;

(5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LW O, or has cooperated in an investigation conducted pursuant to the LWO;

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry thereinto, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: _____ By: _____

Contractor, or its duly authorized agent

IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is \$50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required only upon request.

7.8 Attachment H: Outsourcing Ordinance Certification

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

I, _____, on behalf of _____

(Contractor) and in connection with the

_____ [project],

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

Dated at _____, Vermont this ____ day of _____, 20____.

By: _____

Duly Authorized Agent

7.9 Attachment I: Union Deterrence Ordinance Certification

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, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ___ day of _____, 20__.

By: _____
Duly Authorized Agent