



**Distributed Energy Resource Management System (DERMS)  
RFP # 044-25**

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## 1.0 Project Summary

The City of Burlington, VT Electric Department (BED), Vermont Public Power Supply Authority (VPPSA), and Washington Electric Cooperative (WEC) are soliciting Distributed Energy Resource Management System (DERMS) proposals to support a robust, multi-device software solution for flexible load management (FLM). This solicitation is being issued by BED on behalf of all three Soliciting Entities (BED, VPPSA, and WEC). The Soliciting Entities are seeking similar FLM/energy management capabilities, but there are also differences in priority use cases and planned program design among the Entities. Vendors may respond to this RFP for one, two, or all three of the Soliciting Entities (vendors need not respond to requirements for all three Soliciting Entities in order to be considered). Follow-up demonstrations will be conducted jointly as far as possible, but each Soliciting Entity will evaluate proposals based on their individual priorities and scoring criteria. Each Soliciting Entity's DERMS solution will be an independent tenant/installation. While the Entities will seek to negotiate jointly, each Entity will have an independent contract with the selected vendor(s) and, if a joint solution cannot be found that is economical and meets the requirements for all Entities, each Entity reserves the right to negotiate separately with the vendor of its choice.

### 1.1 Soliciting Entities

Burlington Electric Department (BED), Burlington, VT  
Vermont Public Power Supply Authority (VPPSA), Waterbury, VT  
Washington Electric Cooperative (WEC), East Montpelier, VT

## 2.0 Burlington Electric Department Overview and DERMS Use Cases

### 2.1 About BED

BED 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, which can be found at <https://www.burlingtonelectric.com/strategic-direction>. 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. BED anticipates continuing to adopt innovative new rates, service models, and programs to meet this ambitious goal, and envisions integrating a broad spectrum of devices through a single DERMS provider to support FLM programs. BED is interested in the experience of vendors and the flexibility of their products to support innovative and robust strategic electrification programs.

## **2.2 BED DERMS Use Cases**

The following DERMS use cases directly relate to and inform the Technical Requirements (Attachment A).

### ***2.2.1 Peak Reduction/Demand Response***

BED is a summer-peaking utility, with a peak demand of 62.5 MW in the summer of 2024 (winter peak is currently approximately 53 MW). BED has run a demand response/peak reduction program called “[Defeat the Peak](#)” since the summer of 2017, with the goal of encouraging BED customers to reduce their energy usage (typical goal is approximately 300 kW) during a specified peak event (typically 2 to 3 hours). BED typically calls peak alerts due to extreme regional temperatures in the summer, which is when New England currently reaches peak demand for electricity. A significant portion of BED’s capacity and transmission costs are determined by how much energy our system uses during the annual and monthly peaks.

Transmission peaks at the New England and Vermont levels, both of which are used for cost causation, are determined in arrears (i.e., the annual hour of greatest peak demand is determined after the peak summer season has passed). BED determines when to call peak events in-house using forecasting tools developed internally. In the eight-year history of the program, BED has missed calling only one annual peak (which occurred unusually on a holiday).

Customers are notified about peak events and asked to take action via a dedicated Defeat the Peak email list to which customers can subscribe, social media posts, and press release/media coverage. To encourage community participation, if our customers hit the targeted amount of load reduction on a peak alert day, BED makes a \$1,000 contribution to a local nonprofit.

BED seeks to continue and expand its Defeat the Peak program by using a DERMS to (1) notify customers enrolled in FLM programs of peak events, (2) orchestrate load changes across multiple distributed energy resource (DER) types through direct control of certain customer devices enrolled in FLM programs (see more detail below), (3) verify customer behavior during peak/FLM events, (4) measure and report back on customer DER/device usage during peak/FLM events, and (5) forecast peak load events based on external data sources.

### ***2.2.2 End Use Metering and Flexible Load Management***

#### **Electric Vehicles**

BED was one of the first utilities in the U.S. to offer an [electric vehicle \(EV\) rate for at-home charging](#). Instead of installing a separate AMI meter for the EV, the EV charging is measured using telemetry embedded in the charger (end-use). This rate has both a fixed charging option that

functions as a daily time-of-use period where charging is avoided (12pm-10pm) and more flexible charging options that use system load forecasts to dynamically schedule peak periods where charging is curtailed on an ad hoc basis based on forecasted grid conditions. Using historical data, BED has called these flexible peak periods an average of 12 times per month, lasting an average of 3.3 hours per period. Customers enrolled in the FLM rate option are notified during these periods and charging is controlled using software that BED has developed internally. Currently, customers who avoid charging either during the daily time-of-use period or during the ad hoc peak events for the entire month receive a bill credit equal to \$0.079854 per kWh of EV charging (for residential and small commercial customers) or \$23.61 per kW (for large commercial customers, calculated based on the difference, if any, between the total billing demand and the non-EV charging billing demand).

BED seeks to use a DERMS to (1) notify customers enrolled in the EV FLM rate of peak events, (2) directly control enrolled EV chargers, (3) verify customer EV charging behavior during peak/FLM events, and (4) measure and report back customer EV charging usage during peak/FLM events through system integrations that allow such data to be used as billing determinants for an end-use rate for EV charging.

The DERMS must be able to handle a variety of current EV charging devices from multiple original equipment manufacturers (OEMs) and support BED's development of innovative charging plans for single- and multi-family residential, workplace, and public charging. All of BED's current rates support the use of Level 2 chargers. To increase charging equity, adoption, and accessibility, BED is working to develop charging options that combine Level 1 chargers with a control and submetering device (such as a smart plug and vehicle telematics).

### **Heat Pumps and Building Energy Management Systems**

BED was recently awarded a U.S. Department of Energy Grid Resilience and Innovation Partnerships grant to support FLM and end-use metering of heat pumps and building energy management systems (BEMS) in support of electrification and decarbonization of the thermal sector, improving the stability and efficiency of the electric utility grid, and reducing operating costs. When there is surplus generation—most often from renewable sources on particularly sunny or windy days, or if the demand for electricity is particularly high, such as on an extremely hot or cold day—BED will call an “FLM event.” An FLM event can be thought of as a schedule that has a signal to follow for specified hours of the day. These signals correspond to a variety of different actions that can be taken with HVAC equipment controlled by a BEMS, a heat pump, or other flexible loads behind the customer's meter to either increase or decrease electrical usage.

For heat pump control, BED plans to use a Sensibo Air (or similar device) to control the heat pump and an Emporia Vue (or similar device) to measure heat pump usage. The DERMS should be able to integrate with these or other, similar OEMs to enroll customers, send signals, capture and report customer/BEMS behavior, and report measured heat pump/HVAC usage during the FLM event. The DERMS vendor should also have a streamlined process for negotiating new integrations with additional OEMs as necessary. Ultimately, BED is seeking the capability to bill usage associated with a specific device (e.g., EV, heat pump, thermostat) at a different rate than

the regular rate (e.g., residential, small commercial, large commercial) for a given location/premise. These rates may be time-of-use or use active load control. The heat pump rate options that best align with BED's goals are device-controlled and dual fuel. With the device-controlled option for heat pumps, BED will be able to adjust the heat pump set points based on market and load information. With the dual fuel option, BED will curtail the heat pump during load control events and a backup heat source will be triggered to heat the home instead for the duration of the curtailment. BED is hoping to design a rate that offers both options to customers.

For buildings with BEMS-controlled HVAC systems, BED is partnering with Dynamic Organics, a Vermont-based company that specializes in thermal load control. BED plans to develop a commercial/BEMS FLM rate that provides compensation to customers to pass on grid savings, likely in the form of a peak-time rebate (PTR) or critical peak pricing (CPP) structure that incorporates dynamic energy and demand charge billing based on a scheduled peak period. The DERMS should have the capability to integrate with a CIS to bill these types of rates on a virtual meter using data from various BEMS OEMs.

### **2.2.3 Battery Energy Storage Systems (BESS)**

BED currently does not have any battery/BESS programs, but is planning to add BESS DERs in the next one to three years. BED is currently soliciting proposals for a utility-scale (5 MW/4 hr) battery and, along with WEC and VPPSA, has received grant funds from the Vermont Department of Public Service Energy Storage Access Program (ESAP) to invest in BESS for income-qualified customers and in municipally owned buildings. BED seeks to use a DERMS to manage the dispatch of these BESS, with a focus on resiliency for customers and our community.

## **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 DERMS are also listed in Attachment A.

Category	Description
Email and Calendaring	Exchange / Outlook – Office 365
Desktop Operating System	Windows 10
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 <sup>rd</sup> Party Bill Print/Presentation	Utilitec/Doxim
Payment Processor	Paymentus
Customer Portal	Current: SilverBlaze/Capricorn Implementing: SpryEngage (Q1 2026)

## 2.4 Billing Rates and Fees

Please see BED's website for a full list of [rates and fees](#).

## 3.0 Washington Electric Cooperative Overview and DERMS Use Cases

### 3.1 WEC Overview

Washington Electric Cooperative (WEC) was established in 1939 as a not-for-profit, member-owned rural electric utility. WEC has the least dense distribution system of any Vermont utility, with fewer than nine members per mile of distribution line. WEC's approximately 12,000 members are spread over 2,728 square miles in 41 towns that span four counties. The customer class served by the Co-op is predominantly residential, comprising 94% of the meters on the system.

### 3.2 WEC DERMS Use Cases

WEC members are currently purchasing EVs and are installing behind-the-meter storage at unprecedented rates. WEC currently has a voluntary EV load management program, and WEC is assessing the feasibility of hosting a "bring your own" battery load management program in the very near future.

WEC is looking to leverage grant funds from the Vermont Department of Public Service Energy Storage Access Program (ESAP), alongside its project partners, BED and VPPSA, to invest in customer-sited battery energy storage and a software platform (aka DERMS) to manage these distributed energy resources. Program concepts include the installation, deployment, and dispatch of battery energy storage systems for income-qualifying members as well as a separate program to dispatch capacity through energy storage system installations at municipally owned buildings, with a focus on resiliency for communities.

WEC's primary goal with a DERMS solution is to allow members with battery energy storage systems and/or EVs to take advantage of WEC bill credits that are available when these systems are used to avoid peak power cost periods. While WEC's existing EV load management program is hardware-based, WEC is open to using telematics to achieve its program goals. In its simplest terms, a DERMS solution for WEC must integrate with multiple battery and EVSE OEMs, and data validation is paramount.



## 4.0 Vermont Public Power Supply Authority Overview and DERMS Use Cases

### 4.1 VPPSA Overview

Vermont Public Power Supply Authority (VPPSA) is a joint action agency established by the Vermont General Assembly on July 1, 1979, and codified as Title 30 VSA, Chapter 84. VPPSA's membership includes eleven municipal electric utilities in Vermont. Its statutory powers enable it to provide a broad array of services in support of its member utilities and to market its services to non-member utilities as it deems appropriate. The broad spectrum of joint action services VPPSA provides include power aggregation, financial support, IT support, rate planning support, legislative and regulatory representation, Renewable Energy Standard program services, and, related to this RFP, centralized operation of technology services. VPPSA is an instrumentality of the State of Vermont, which primarily means that as a governmental agency, bonds or notes issued by VPPSA are exempt from taxation (subject to IRS rules). VPPSA is in the midst of installing a centralized AMI solution that allows each member municipality to operate its local system independently while VPPSA maintains master control. An RFP for a similar SCADA solution will be issued in the next few months.

### 4.2 VPPSA DERMS Use Cases

Related to this DERMS RFP, VPPSA seeks a centralized solution that allows each of its member utilities to manage its own DERMS instance while VPPSA has master access to perform system-wide activities. VPPSA's focus is on providing customers with dynamic pricing options that allow customer choice in managing DER activities, while focusing control functions on its utility-scale assets. DERMS that allow multi-tenant use, dynamic pricing programs, and ability to incorporate utility-scale assets will be of most interest.

### 4.3 VPPSA IT Infrastructure

Category	Description
Email and Calendaring	Outlook – Microsoft 365
Desktop Operating System	Windows 11
Desktop Type	Dell, Lenovo, HP
Laptop Types	Dell, Lenovo, HP
Tablet Types	Microsoft Surface; iPad
Desktop Applications	Microsoft Office, Edge, Chrome
Security Authentication	Windows Active Directory; Duo MFA
GIS	ESRI ArcGIS, mPower
AMI	Aclara
SCADA/ADMS/DMS	TBD
OMS	TBD (Morrisville & Lyndon are MPower)
CIS (Customer Information System)	NMREC, NISC, Cogsdale, Tyler Technologies MUNIS, Creative Technologies El Dorado, Northstar (Harris), Meridien
FIS (Financial Information System)	Harris, HFINS, NMREC, Meridien

Category	Description
IVR (interactive voice response)	TBD
Texting service	TBD
MDMS (Meter Data Management System)	Will be Aclara
AMR	Itron's MV90xi7 (used to collect non-AMI meter reads)
3rd Party Bill Print/Presentation	Invoice Cloud, Intuity, Paymentus, Meridien
Payment Processor	Invoice Cloud, Intuity, Paymentus, Meridien
Customer Portal	Invoice Cloud, Intuity, Paymentus, Meridien

## 5.0 Solicitation & Evaluation Process

### 5.1 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.

### 5.2 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. 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	March 28, 2025
Vendor Questions Due Date (submitted to)	April 14, 2025 – 5:00pm EDT
Live Q&A Session	April 16, 2025 – 2:30pm EDT
RFP Proposal Due Date (6-Weeks from Release)	May 9, 2025 – 5:00pm EDT
Vendor Follow-up Demonstrations & Discussions	June 9 - June 27, 2025
Reference Checks	June 30 - July 11, 2025
Vendor Selection for Award Negotiation	July 18, 2025

### 5.3 Communication with Soliciting Entities

All communication related to this solicitation must be through BED's Purchasing Department, by email to [purchasing@burlingtonelectric.com](mailto:purchasing@burlingtonelectric.com). All communication pertaining to this solicitation should contain "RFP #044-25: Distributed Energy Resource Management 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.

## 5.4 Vendor Questions

Vendors should read this RFP solicitation in its entirety, including the appendices, before submitting questions. To address any items that remain unclear, BED will use a formal question and answer process. Proposers may submit questions related to this solicitation according to the communications protocol stated previously. Please submit questions to [purchasing@burlingtonelectric.com](mailto:purchasing@burlingtonelectric.com) by April 14, 2025, by 5:00 PM EDT. Vendor questions will be collected, consolidated, answered, and posted on a rolling basis at the discretion of BED. 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 Wednesday, April 16, 2025, at 2:30 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.

### **MEETING DETAILS:**

Wednesday, April 16, 2025

2:30PM EDT

## **Microsoft Teams** [Need help?](#)

### **Join the meeting now**

Meeting ID: 290 467 564 497

Passcode: Pa7RR3ke

### **Dial in by phone**

[+1 802-489-6254,,911941845#](tel:+18024896254911941845) United States, Burlington

[Find a local number](#)

Phone conference ID: 911 941 845#

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

## 5.5 Solicitation Updates

BED will endeavor to communicate with all proposers via its 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 BED on BED's website. All vendors will receive an email that the RFP has been updated.

## 5.6 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 reference utilities to the Soliciting Entities in utility profile and customer offerings as well as reference customer experience.

### 5.6.1 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%

### 5.7 Notification of Selection/RFP Conclusion

Notification of selection will be by "Letter of Award" issued by BED Purchasing. Upon selection, Soliciting Entities and the successful proposer(s) will negotiate a contract(s). Should negotiations fail to result in agreement, Soliciting Entities 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, Soliciting Entities are not obligated to award a contract or issue a purchase order.

## 6.0 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.

### 6.1 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 Customer Utilities
7. Hardware Requirements
8. Contract Templates
9. Attachment A: Technical Requirements
10. Attachment B: Proposed Pricing
11. Attachment C: Information Technology Specifications
12. Attachment D: Insurance Requirements
13. Attachment E: Purchase Order Terms and Conditions
14. Attachment F: Burlington Livable Wage Ordinance

- 15. Attachment G: Burlington Outsourcing Ordinance
- 16. Attachment H: Burlington Union Deterrence Ordinance

### ***6.1.1 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, average customer base of electric utility customers, and financial condition. Proposers that seek to partner with other solutions providers to provide a comprehensive DERMS 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.

### ***6.1.2 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 Soliciting Entities achieve their goals and use cases described herein. Vendor responses should include the following elements:

- Platform overview – architecture, key functions or limitations, typical utility interaction
- List of all current and planned DER OEM integrations
- Approach to OEM relationship management and any utility support required
- Customer experience overview – enrollment journey and any supporting application(s), messaging capabilities, customer opt-out capabilities
- Utility experience overview – customer enrollment management, grouping customers or devices, event scheduling, device control/signaling, return of device data (signals, opt-outs, usage), reporting, forecasting
- 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).

*Vendor Proposal Response Expectations* – Provide all content specified in this section

### ***6.1.3 Innovation Focus***

Describe the vendor's experience and outlook in DERMS 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 the utility industry.

Vendor Proposal Response Expectations – Provide all content specified in this section

#### **6.1.4 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 utility served, and scale/size of 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). Soliciting Entities reserve the right to contact these references without notifying the vendor in advance.

Vendor Proposal Response Expectations – Provide all content specified in this section

#### **6.1.5 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 Soliciting Entities 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 the DER space or electric utility industry, years of experience at the vendor company, and number of DERMS 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.

Vendor Proposal Response Expectations – Provide all content specified in this section

#### **6.1.6 Project Schedule**

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

#### ***6.1.7 Expectations for Customer Utilities***

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

- With what roles and how many FTEs should customer utilities plan to staff for the DERMS implementation project?
- What functional (e.g., customer service, billing analysts, etc.) resources should customer utilities plan to have on staff to administer the DERMS solution? What roles and how many FTE?
- What technical (e.g., IT) resources should customer utilities plan to have on staff to support and maintain the DERMS solution? What roles and how many FTE?

#### ***6.1.8 Platform Technology***

Soliciting Entities anticipate that the DERMS 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 DERMS. 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.

#### ***6.1.9 Contract Templates***

Vendors should include with their response a copy of their standard template for any/all contracts they anticipate executing with Soliciting Entities 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.

#### ***6.1.10 Attachment A: Functional & Technical Requirements***

Attachment A is an Excel workbook containing several tabs that list detailed functional and technical requirements. 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.**

*Vendor Proposal Response Expectations* – Vendors should complete Attachment A according to the provided instructions. Failure to do so may preclude the vendor from further consideration. Vendors that do not complete Attachment A according to Soliciting Entities’ 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”.

#### ***6.1.11 Attachment B: Proposed Pricing***

BED strongly recommends that vendors complete Attachment A before proceeding to Attachment B. Upon completion of Attachment A, the vendor should have a comprehensive understanding of Soliciting Entities’ desired functional and technical requirements for the DERMS 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.

*Vendor Proposal Response Expectations* - Vendors should complete Attachment B according to the provided instructions. Failure to do so may preclude the vendor from further consideration.

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



BED is cognizant that vendors may require further information and data before being able to provide a finalized cost estimate. Conversely, BED believes that Attachments A and B provide a substantially robust basis for vendors to be able to provide an accurate expectation of anticipated costs. BED strongly recommends 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 B submission.

***6.1.12 Attachment C: Minimum Information Technology Specifications***

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

Vendor Proposal Response Expectations - 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.

***6.1.13 Attachment D: Insurance Requirements***

Vendor Proposal Response Expectations - The vendor should indicate that they have thoroughly reviewed and understand Attachment D.

***6.1.14 Attachment E: Terms and Conditions***

Vendor Proposal Response Expectations - The vendor should indicate that they have thoroughly reviewed and understand Attachment E.

***6.1.15 Attachment F: City of Burlington Livable Wage Ordinance***

Vendor Proposal Response Expectations – **For vendors responding to BED only** - The vendor should complete the first page of this section and submit it as part of their proposal.

***6.1.16 Attachment G: City of Burlington Outsourcing Ordinance***

Vendor Proposal Response Expectations - **For vendors responding to BED only** - The vendor should complete the first page of this section and submit it as part of their proposal.

***6.1.17 Attachment H: City of Burlington Union Deterrence Ordinance***

Vendor Proposal Response Expectations - **For vendors responding to BED only** - The vendor should complete the first page of this section and submit it as part of their proposal.

**6.2 Proposal Submission & Receipt**

***6.2.1 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 # 044-25: Distributed Energy Resource Management 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](mailto:purchasing@burlingtonelectric.com).

#### **6.2.2 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.

#### **6.2.3 Ownership of Proposals**

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

### **7.0 RFP Terms & Conditions**

#### **7.1 Proposal Expenses**

Participation in this RFP is voluntary. BED will not pay for the preparation of any information submitted by a respondent or for the BED's use of that information. BED assumes 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.

#### **7.2 Acceptance or Rejection of Proposals**

Vendors must comply with all provisions as outlined in this solicitation in order to be considered. BED 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 judgment the best interests of BED will be served. BED 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 BED. BED 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 BED.

#### **7.3 Ownership of Proposals**

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

#### **7.4 Oral Agreements and Arrangements**

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

#### **7.5 Vendor Presentation of Supporting Evidence/Surety**

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

#### **7.6 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 and without cost to BED or other Soliciting Entities.

### **7.7 RFP Opening**

There will be no formal RFP opening. All information in the RFPs responses will not be released until such is awarded by the Soliciting Entities 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.

### **7.8 Notification of Selection**

Notification of selection will be by "Letter of Award" issued by BED Purchasing. Upon selection, Soliciting Entities and the successful proposer(s) will negotiate a contract(s). Should negotiations fail to result in agreement, Soliciting Entities 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, Soliciting Entities are not obligated to award a contract or issue a purchase order.

### **7.9 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 the Soliciting Entities. 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 the Soliciting Entity.

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

### **7.10 Vendor Misrepresentation or Default**

BED 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 BED contract.

### **7.11 Erroneous Awards**

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

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

### **7.13 Offer of Gratuities**

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

### **7.14 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.

### **7.15 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. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BED. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

## **8.0 Appendices & Attachments**

### **8.1 Attachment A: Technical Requirements**

Attachment A is included as a separate attachment.

### **8.2 Attachment B: Proposed Pricing**

Attachment B is included as a separate attachment.

### 8.3 Attachment C: 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 Soliciting Entities' 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 3<sup>rd</sup> party software provided by the vendor must be appropriately licensed. Vendors must provide adequate proof of that licensing.
- If vendor's product requires 3<sup>rd</sup> party software, vendor will support the reliable operation of their product under all current updates and patches to that 3<sup>rd</sup> party software. If an incompatibility with any required 3<sup>rd</sup> 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.

**8.4 Attachment D: Insurance Requirements – for all Soliciting Entities**  
**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 Soliciting Entities 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 Soliciting Entities. 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 Soliciting Entities. Such evidence of insurance shall be received at Soliciting Entities 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** Soliciting Entities 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 Soliciting Entities as additional insured.

Revised 11/25/2020



**8.5 Attachment E: Purchase Order Terms and Conditions**  
**BED TERMS & CONDITIONS – OTHER SOLICITING ENTITIES WILL HAVE**  
**SIMILAR TERMS & 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](mailto:bedap@burlingtonelectric.com). Inquiries regarding the status of unpaid invoices shall likewise be directed to BED's Accounts Payable.

Rev. 9/9/2010

**8.6 Attachment F: Burlington Livable Wage Ordinance**  
**REQUIRED ONLY FOR VENDORS RESPONDING TO BURLINGTON'S ELECTRIC REQUIREMENTS**

**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 ("LWO"), 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 \$17.96 per hour; and
  - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 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 LWO, 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.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# Rights & Responsibilities

## Under Burlington's Livable Wage Ordinance

**\$17.96/hr**

**WHEN**

employer *provides* employer  
assisted health insurance

**\$19.15/hr**

**WHEN**

employer *does not provide* employer  
assisted health insurance

**and 12 days of paid time off per year\***

\*Prorated for part-time  
employees

**The law requires employers to display this poster where employees can readily see it.**

**COVERAGE**

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12 -month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year\* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include in all subcontracts notice of the Livable Wage Ordinance (LWO) and are liable for LWO violations committed by their covered subcontractors.

**ENFORCEMENT**

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

**ADDITIONAL INFORMATION**

To obtain additional information about your rights and responsibilities under the LWO, visit the LWO Webpage (<https://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance>) or call 802-865-7000, option 1 (Office of the Clerk/Treasurer).

**Livable Wage July 1, 2024 - June 30, 2025**

Effective July 1, 2024

NOTE: This ordinance only applies for contracts over \$15,000. (Effective date 1/1/25)

## 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 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 one (1) or more city employees or a city contracted consultant tasked with responsibility for enforcement of provisions of this article.

(f) Employee means a person who is employed on a full-time or part-time regular basis. In addition, 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 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 two dollars and fifteen cents (\$2.15) per hour. Commencing July 1, 2025, said amount shall be adjusted every fiscal year for inflation, by the chief administrative officer of the city by the percentage increase from March 1 in the prior calendar year to March 1 in the current calendar year in the Consumer Price Index for All Urban Workers: Medical Care in the U.S. City Average (CPIMEDSL), or, if the U.S. Department of Labor ceases to publish such measure of inflation, a reasonably similar measure of medical inflation chosen by the chief administrative officer.

(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.

(k) Joint Fiscal Office estimate means the hourly rate needed to support the basic needs budget as determined in the most recently published report of the Joint Fiscal Office of the State of Vermont for a single person using a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan.

(l) CPI-U means the increase in the Consumer Price Index for All Urban Workers (Northeast Region) from March 1 in the prior calendar year until March 1 in the current calendar year, or, if the U.S. Department of Labor ceases to publish such index, a reasonable alternative measure of inflation selected by the chief administrative officer.

(Ord. of 11-19-01; Ord. of 10-21-13; Ord. of 6-28-21(2); Ord. of 11-12-24)

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

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

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least seventeen dollars and ninety-six cents (\$17.96) per hour on the effective date of the amendments to this article. Effective July 1, 2025, the chief administrative officer shall adjust this amount to be the greater of either the most recent Joint Fiscal Office estimate or the previous year's rate increased by CPI-U, as the terms Joint Fiscal Office estimate and CPI-U are defined in Section 21-81 hereof. This rate shall again be adjusted every July 1 thereafter using the same methodology for each such subsequent year.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least nineteen dollars and fifteen cents (\$19.15) per hour on the effective date of the amendments to this article. Effective July 1, 2025, the chief administrative officer shall set this amount as the amount set forth in subsection (a)(1) of this section increased by the amount calculated as set forth in Section 21-81(g). This amount shall again be adjusted accordingly every July 1 thereafter.



(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) Annually prior to May 1, the chief administrative officer shall provide public notice of the wage rates required under this section effective July 1 of the same year. Public notice shall, at a minimum, include posting online and at City Hall, issuance of a press release, and written notice to the members of the city council and the officers or steering committees of the neighborhood planning assemblies.

(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. For a contract with a covered employer with a duration of less than one (1) fiscal year, the minimum number of compensated days off shall be prorated according to the length of the contract. If compensated days off are designated by the covered employer for vacation or combined leave, then covered employees shall have the ability to cash out unused leave accrued during the term of the covered employer's contract with the city.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13; Ord. of 11-12-24)

#### **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. For contracts or grants with a maximum limiting amount of fifty thousand dollars (\$50,000.00) or more per fiscal year and not in connection with a highway or heavy construction project otherwise covered under the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., as the same may be renumbered, renamed, or amended from time to time (the "Davis-Bacon Act"), the chief administrative officer shall develop a form of payroll record, which shall be required to accompany each invoice or other request for payment from the covered employer. All such records shall be forwarded to the designated accountability monitor for review and retention.

(b) The designated accountability monitor 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 designated accountability officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The designated accountability monitor shall have the following authority, in addition to the authority set forth in subsection (b) of this section:

- (1) To inform and educate covered employers and their employees about all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To work with the city attorney to create a system to receive complaints under this article;
- (3) To visit work sites of city contractors (and their subcontractors) or communicate directly with contractors' employees to check for compliance with this article;
- (4) To conduct periodic audits of payroll and leave records of covered employees; and

(5) To refer credible complaints to the city attorney's office for potential enforcement action under this article and assist in enforcement actions.

(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, the designated accountability monitor, the city attorney or designee, and the chief administrative officer or designee, 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; Ord. of 6-28-21(2); Ord. of 11-12-24)

#### **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, the collective bargaining labor agreement shall control. Likewise for employees working on highway or heavy construction projects covered under the

Davis-Bacon Act, payment of wages and provision of benefits as required under that act shall be deemed compliance with the wage rate and benefits provisions of this article.

(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 or convenient to administer the provisions of this article, which shall be posted on the city's website. Whenever such rules are made or substantively amended, notice of the same and a web address providing access to the rules shall be promptly communicated to the board of finance and published once in a newspaper of general circulation, and the rules shall become effective fifteen (15) days from publication. The city council may amend or repeal any published rule by motion.

(Ord. of 11-19-01; Ord. of 10-21-13; Ord. of 11-12-24)

#### **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. This list also shall be provided upon request to the Vermont Department of Labor.
  - (b) A list of all covered employers whose service contract did not contain the language required by this article.
  - (c) All complaints filed and investigated by the city attorney’s office and the results of such investigation.
- (Ord. of 10-21-13; Ord. of 11-12-24)

**8.7 Attachment G: City of Burlington Outsourcing Ordinance  
REQUIRED ONLY FOR VENDORS RESPONDING TO BURLINGTON’S ELECTRIC REQUIREMENTS**

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 —

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

## BURLINGTON'S OUTSOURCING ORDINANCE

### ARTICLE VII. OUTSOURCING

#### 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)

#### Definitions.

- *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.
- *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.
- *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)

#### Implementation.

- 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.
- 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)

#### 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)

#### Enforcement.

- 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.
- 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.

- 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.



**8.8 Attachment H: City of Burlington Union Deterrence Ordinance**  
**REQUIRED ONLY FOR VENDORS RESPONDING TO BURLINGTON'S ELECTRIC REQUIREMENTS**

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 —

## 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.