

**REQUEST FOR PROPOSAL (RFP)**

**RFP Title**

System Operations Video Wall Display

**RFP Number**

026-24

**Primary Contact**

Jeffry Turner II

**Primary Communications Platform**

[purchasing@burlingtonelectric.com](mailto:purchasing@burlingtonelectric.com)

**Important Dates**

RFP Release September 15, 2023

Vendor Questions Due Date September 29, 2023 (2:00 PM EDT)

**RFP Proposal Due Date October 16, 2023 (11:00 AM EDT)**

**System Operations Video Wall Display**

## PROJECT SUMMARY

Burlington Electric Department is soliciting proposals to provide a video wall system including all hardware, software, video output/monitor devices, cabling, installation, configuration, integration, and training.

## BED OVERVIEW

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. A critical component of BED’s operational reliability is its system visibility through a SCADA network to monitor and manage the electrical grid within the City of Burlington. A key component of this system today is the large format video wall display. With the relocation of the existing operations center, BED is seeking to install a new video wall system in the new operations center space.

## SCOPE OF WORK

The proposed project will be for the purchase of a LED panel system of approximately 19ft x 7ft. See video wall layout below. Each monitor shall be able to be configured to form a single large video output or broken up into various video outputs from the video controller (i.e. modular display capabilities).

The selected company will be required to provide the following products and services including costs for all shipping, delivery, installation, sub-contractors, and training to Burlington Electric Department staff:

* + Provide all LED panels, including wall-mounted hardware.
    - Displays to have a maximum of 1.25 mm pixel pitch.
    - All panels must be accessible for maintenance and installation. Please note, the display wall rear access is limited to a storage closet under a stairwell. See Figure 2 and Figure 3 below details.
  + Provide rack-mounted video controller and associated hardware/software.
  + Provide all cabling or other misc. spare parts needed.
    - Electrical closet located approximately 35’ from display wall on the opposite wall of the room. Drop ceiling access will be utilized for cabling.
  + Provide cable tray and associated installation hardware for 35' cable run within drop ceiling.
  + Provide vertical cable tray for rack-to-ceiling and ceiling-to-video wall.
  + Provide UPS (separate or combined) for rack and video wall with a minimum run-time of 5 minutes.
  + Provide redundant power supplies for the video controller and displays.
  + Provide appropriately sized server/network rack.
  + Provide equipment needed for installation.
  + Provide cost and agenda for on-site training.
  + Provide system activation and testing.
  + Provide detailed equipment specifications for any required software & hardware.
  + Provide details on replacement part prices for display modules, controller power modules, UPS replacement batteries, and any proprietary cables.
  + Provide details on anticipated availability of parts for display modules and controller power modules at 5 years and 10 years post-installation.
  + Provide warranty information on equipment to be purchased.

**Figure 1: Video Wall Space Layout**Dimensions of the wall are fixed while the Video Wall Space assumes 3ft from ground with 6in clearance around the display. Video Wall Space dimensions are not finite and are anticipated to vary with specific panel sizes to best fit the space provided.

A white rectangular object with blue lines

Description automatically generated

**Figure 2: System Operations Room Layout**

A drawing of a rectangular object

Description automatically generated

**Figure 3: Limited Rear Access Layout**

A blueprint of a staircase and a wall area

Description automatically generated

## RESPONSE TO REQUEST FOR PROPOSAL

Responses to this RFP shall be submitted to Purchasing no later than 11 AM, October 16, 2023.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

All proposals must be submitted electronically to the 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 # 026-24: Video Wall Display – 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).

## 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.

## 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. Vendors must comply with all provisions as outlined in this solicitation in order to be considered. 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.

All communication with BED related to this solicitation must be through Jeffry Turner II, Director of Purchasing, by email to purchasing@burlingtonelectric.com.

## Communication with BED

All communication pertaining to this solicitation should contain “RFP # 026-24: Video Wall – Vendor Name” in the subject line.

Vendor communications with BED should adhere to the solicitation process and schedule detailed herein. E-mail 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.

## 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.

1. **ADDITIONAL INFORMATION – RFP TERMS AND CONDITIONS**

## Proposal Expenses

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

## Acceptance or Rejection of Proposals

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 judgement 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.

## Ownership of Proposals

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

## 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.

## 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.

## Vendor Demonstration of Proposed Services

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

## 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.

## Erroneous Awards

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

## 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".

## Offer of Gratuities

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 of the vendor's employees.

## 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.

## Contract Provisions

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

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

## Termination

The contract to be entered into between Burlington Electric Department and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, 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.

## Disclaimer

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

## Notification of Selection

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

There will be no formal RFP opening. All RFPs are to be uploaded to the secure RFP site and Burlington Electric Department.

Upon selection, BED and the successful proposer will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made a part of the final contract. Should negotiations fail to result in agreement within two weeks from the commencement of negotiations, BED reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with the best interest of BED.

By issuing this RFP, BED is not obligated to award a contract.

## RFP Opening

All Proposals will be sealed and opened only in the presences of BED personnel. There will be no formal RFP opening. All information in the RFP’s will not be released until such is awarded by Burlington Electric Department and accepted by the winning contractor. If you would like to receive the RFP overview results after the award you may do so only in writing to BED’s Purchasing Department. If you would like to review the RFPs that were submitted, you must submit a letter to BED’s Purchasing Department requesting a meeting to review the file.

The contractor shall comply with all applicable Federal, State, and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications). (Livable Wage, Outsourcing Ordinance, Union Deterrence)

## BED Rights

BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED.

EXCEPTIONS TO THIS RFP SHALL BE BY WRITTEN NOTIFICATION ON THE AWARDED P.O. IN ORDER TO BE BINDING. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BURLINGTON ELECTRIC DEPARTMENT. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

## Attachment A: Burlington Livable Wage Ordinance

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

I, , on behalf of (“the Contractor”) in connection with a

contract for services that we provide to the City, hereby certify

under oath that the Contractor (and any subcontractors under this contract) is and will remain in

compliance with the City of Burlington’s Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

1. as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington’s Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington’s chief administrative officer) and provided appropriate time off for the term of the contract;
2. a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;
3. we will provide verification of an employee’s compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;
4. we will cooperate in any investigation conducted by the City of Burlington’s City Attorney’s

office pursuant to this ordinance; and

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

Date:

By: Consultant

Subscribed and sworn to before me:

Date

Notary

— A copy of the ordinance follows this Certification —

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

ARTICLE VI. LIVABLE WAGES

**21-80 Findings and purpose.**



In enacting this article, the city council states the following findings and purposes:

1. Income from full-time work should be sufficient to meet an individual’s basic needs;
2. 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;
3. 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;
4. 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;
5. It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

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

**21-81 Definitions.**



As used in this article, the following terms shall be defined as follows:

1. *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.
2. *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.
3. *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.
4. *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following: 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;
5. 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."
6. *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.
7. *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.
8. *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer’s cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents ($1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)
9. *Livable wage* has the meaning set forth in Section 21-82.
10. *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.
11. *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

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

**21-82 Livable wages required. (FY 19 update)**



1. Every covered employer shall pay each and every covered employee at least a livable wage no less than:
2. For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-five cents ($14.52) per hour on the effective date of the amendments to this article.
3. For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents ($16.20) per hour on the effective date of the amendments to this article.
4. 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.
5. The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee’s pay rate is permissible due to this annual adjustment.
6. Covered employers shall provide at least twelve (12) compensated days off per year for full- time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

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

**21-83 Applicability.**



1. 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.
2. 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.**



* + 1. 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.
    2. The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

1. Verification of an individual employee’s compensation;
2. Production of payroll, health insurance enrollment records, or other relevant documentation; or
3. Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney’s office for further enforcement proceedings.

* + 1. The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

1. To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
2. To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
3. To establish and implement a system for processing employees’ complaints under this article, including a system for investigating complaints and determining their initial credibility; and
4. To refer credible complaints to the city attorney’s office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

* + 1. 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.
    2. 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.
    3. 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.
    4. A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars ($200.00) to five hundred dollars ($500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.
    5. 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.
    6. 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.
   * 1. It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

**21-85 Other provisions.**



1. 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.
2. 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.
3. 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.
4. Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.
5. 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.
6. The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

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

**21-86 Exemptions.**



An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

1. By a covered employer where payment of the livable wage would cause substantial economic hardship; and
2. 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:

1. A list of all covered employers broken down by department;
2. A list of all covered employers whose service contract did not contain the language required by this article; and
3. All complaints filed and investigated by the city attorney’s office and the results of such investigation.

(Ord. of 10-21-13)

**21-89 Effective date.**



The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied. (Ord. of 10-21-13)

## Attachment B: Burlington Outsourcing Ordinance

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.**

## Attachment C: Burlington Union Deterrence Ordinance

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 , 20\_\_\_.

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**

**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)

**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 fifteen thousand dollars ($15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
    - *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:
      * Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
      * Have supervisors force workers to meet individually with them to discuss the union;
      * 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;
      * Discipline or fire workers for union activity;
      * Train managers on how to dissuade employees from supporting the union.
    - *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)

**Implementation.**



* + - No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who

Advises or has advised an employer to conduct any illegal activity in its dealings with a union.

* + - * Advertises union deterrence services as specialty services;
      * Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
    - 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)

**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 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.
    - 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)

**—21-110 Reserved.**



## Attachment D: Purchase Order Terms and Conditions

Burlington Electric Department Burlington, Vermont

**TERMS and CONDITIONS**

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (B.E.D.) Purchasing Office, constitute the entire agreement between B.E.D. and the supplier/contractor. Any modification to said agreement shall be submitted in writing by the party seeking said modification, to the other party. Said modification shall be agreed upon in writing by both parties in order for it to be enforceable. Absent said written modification, this form and said purchase order shall exclusively control the terms of the agreement between the parties.

2. Except as herein provided, no purchases ordered by unauthorized individuals shall be enforceable against B.E.D. Only individuals expressly designated as those vested with the authority to purchase on behalf of B.E.D. shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and B.E.D. shall not be liable for any such unauthorized agreements.

3. Sellers, suppliers and contractors shall not assign, delegate, transfer, convey, sublet, or otherwise dispose of their rights, titles, interests or obligations under this contract, or their power to execute such contract to any other person, firm or corporation, without the previous written consent of B.E.D.'s Purchasing Office.

4. The parties to this agreement hereby agree that this contract is subject to the laws of the State of Vermont. The parties to this agreement further agree that Vermont's version of the Uniform Commercial Code, found in Title 9A of Vermont Statutes Annotated, shall apply.

5. B.E.D. may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specifications or other requirements of this order.

6. B.E.D. reserves the right to cancel this order if goods are not shipped as directed. B.E.D. reserves the right to terminate its obligations under this order or any part hereof if any delivery/awarded service is not made in the time provided or, if no time is specified, within a reasonable time or if the material that is delivered/service provided is not as specified.

7. Seller shall ship in accordance with any instructions from B.E.D. and the requirements of common carriers to secure the lowest transportation costs. No shipments are to be made C.O.D., nor shall any such shipments be accepted. When goods or materials are shipped F.O.B. point of shipment, all freight charges are to be PREPAID by the Seller and added to the invoice total. An original copy of paid express or freight bill shall be attached to the invoice.

8. Seller shall furnish a packing slip with all shipments showing the purchase order number, seller name, catalog numbers, quantities (including back orders) and a full description of materials shipped.

9. Contractor shall furnish current Certificate of Insurance as outlined by B.E.D.'s Insurance Requirement Contractor's Order, a copy of which will be provided by B.E.D.'s Purchasing Office to the Seller. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Seller shall be liable for any and/or all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of work assigned/related to the awarded contract.

10. The contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of, and compliance with, the requirements of the "Dig Safe" program (30 V.S.A. §7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to indemnify and hold B.E.D. harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by B.E.D.

11. Seller shall follow all B.E.D. Safety Rules, a copy of which shall be provided, as well as follow good utility practices on details not covered in specification documents with preference given to B.E.D. Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/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 B.E.D. when the amount due on such deliveries so warrants. Progressive billing for services rendered shall be accepted unless fixed fee is quoted. Where there is a question of non-performance involved, payment in whole or part against which to charge back any adjustment required, shall be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive B.E.D. from taking such discount.

14. In accordance with city regulations, invoices for completed purchase orders must be received by B.E.D.'s Accounts Payable by the 27th of each month to assure payment by approximately the 15th of the following month. Invoices received after that date shall be carried forward to the following month.

15. **All invoices shall be mailed to the ATTENTION of B.E.D.'s Accounts Payable**. Inquiries regarding the status of unpaid invoices shall likewise be directed to B.E.D.'s Accounts Payable.

*Rev. 9/9/2010*

## Attachment E: Insurance Requirements

**BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)**

MINIMUM INSURANCE REQUIREMENTS: TYPE 3

**Contractor's Order**

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

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 B.E.D. harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.

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

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

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

*Revised 11/25/2020*