

Request for Proposals: Project Accounting

I. GENERAL INFORMATION & SCHEDULE

The City of Burlington, Vermont (“City”) is seeking proposals for a consultant(s) to perform a comprehensive review of the City’s project accounting practices with the goal of developing a best-practice, standardized procedure that ensures the most effective and efficient management of capital projects and meets the needs of project managers, staff, leadership, and auditors, and ensures internal and external reporting requirements are met.

Date of Issuance: September 14, 2018

Issued by: City of Burlington

Due Date for Questions: September 26, 2018 by 5PM ET
Reponses will be available by 5PM ET October 5, 2018

Due Date for Responses: October 12, 2018 by 5PM ET

Contact: Beth Anderson, CAO
City of Burlington
149 Church Street, 2nd Floor
Burlington, VT 05401
banderson@burlingtonvt.gov

Questions concerning this RFP must be made via email per the schedule above. Responses to all submitted questions will be posted at <https://www.burlingtonvt.gov/RFP>.

II. BACKGROUND AND SCOPE

Burlington is a full service community, offering police, fire and EMS, code enforcement, public works, and parks and recreation services. The City of Burlington is the most populous city in the State of Vermont. The 2013 census estimates approximately 42,284 residents with a density of approximately 4,121.5/square mile. It covers approximately 15.5 square miles (10.3 square miles land). The City includes approximately 101 miles of streets and 134 miles of sidewalks.

Over the last few years, the scale and scope of projects undertaken and managed by City departments has increased greatly. Unfortunately, our practices for accounting for those projects, both revenues and expenses, has not been enhanced with the new complexity.

Project accounting takes place in a number of different areas within the City, in addition to the City’s accounting team who sit in the Clerk/Treasurer’s (C/T) Office. Some is performed by the project managers, who largely sit within the Public Works (DPW), Parks, Recreation & Waterfront (PRW), and Community & Economic Development (CEDO) departments. Most of those teams have a finance person who provides varied levels of support to the teams in

tracking revenues, billing grants, and paying vendors. Currently, the project accountant position in the C/T Office is vacant.

The City's FY17 audit included the following recommendation related to our project accounting and reporting practices:

Improve Capital Project Accounting

The City's general ledger for capital projects is very summarized, especially when compared to the City's 10-Year Capital Plan. For example, the 10-Year Capital Plan identifies multiple Parks projects, however, all Parks' "Special Projects" (the fund's name) are accounted for in one general ledger fund. A similar situation exists where all "Infrastructure Projects" are in only one fund. Additionally, personnel in the Clerk/Treasurer's Office do not have comprehensive engineer-prepared project cost estimates. As a result:

-) The status of individual projects is not maintained in the general ledger.
-) Individual project budget and actual is not maintained in the general ledger.
-) Life-to-date revenue and expenditure reports are not prepared.
-) Determining if costs are project eligible is difficult and often results in significant journal entries.
-) Determining unspent bond proceeds by project is not maintained in the general ledger.

We recommend that the City re-design how activity related to the City's 10-Year Capital Plan is maintained in the general ledger. In doing so, the City should address the five items noted above and perform an in-depth analysis of the summarized accounting to produce the life-to-date reports for each individual project. Implementation of this recommendation will provide the City with the necessary framework for more complete capital project financial reporting.

Enhance the Monthly Financial Statements

The financial reports published by the City provide only year-to-date revenues and expenditures by each fund. While this provides valuable information for the general, water, and waste water funds, the current reporting structure does not provide management with the current balances available in numerous special revenue and capital project funds. (Examples include individual CEDO grants, Pennies for Parks, Waterfront Access North, Impact Fees, and the Tax Increment Financing District.)

We recommend that the City redesign the formal financial report to include project-level balances. Implementation of this recommendation will enable management to more easily identify areas that need additional analysis and adjustments.

Finally, we recommend that the City's regular reporting package include reports designed to provide users with the financial position of the Impact Fees and the Tax

Increment Financing District funds including the disclosure of amounts committed for future debt service and future project financing.

Capital Accounting was identified as a material weakness in prior Management Letters, with progressive progress achieved through today¹.

Scope of Work & Deliverables

In support of the goals identified above, the City seeks a consultant to perform an analysis of all of its current practices, policies and procedures related to project accounting. It is our goal to improve and standardize our practices and procedures around how we account for those projects. Specifically, the project should achieve the following deliverables:

1. Create a new process for the full life-cycle of project accounting, from initiation, budget creation, funding, grant billing, expense tracking, reporting, and close-out.
 - These new practices must:
 - be based on best practices
 - meet the needs of all teams
 - be flexible to support different types of projects
 - provide for more than one methodology to support “smaller” projects or different project types (with clear definition of which methodology applies when)
 - support projects that are managed across multiple departments
 - allow for accounting of multi-year projects (across fiscal years)
 - enable the accurate tracking of project progress on payments
 - allow for a clear understanding of the use of revenue sources
 - recommend general ledger or fund structure
 - be simple and efficient to administer and maintain
2. Develop and document standard operating procedures for all aspects of project accounting.
 - Procedures should be prepared for all steps in the process, and should be specific to individual roles
3. Design and develop meaningful financial reports and create instructions for their creation through New World.
 - Management reports targeted for the following audiences:
 - Project managers
 - Supervisors

¹ Management letters are available at:

FY16: <https://www.burlingtonvt.gov/sites/default/files/CT/AuditReports/Burlington%2C%20VT%20ML16%20Final.pdf>

FY15: <https://www.burlingtonvt.gov/sites/default/files/CT/AuditReports/Burlington%20VT%20ML15%20Final.pdf>

FY14: <https://www.burlingtonvt.gov/sites/default/files/CT/AuditReports/Burlington%20Final%20%20ML14.pdf>

FY13: <https://www.burlingtonvt.gov/sites/default/files/CT/AuditReports/Burlington%2C%20VT%20ML13%20Final.pdf>

FY12: <https://www.burlingtonvt.gov/sites/default/files/CT/AuditReports/2012%20Management%20Letter.pdf>

FY11: <https://www.burlingtonvt.gov/sites/default/files/CT/AuditReports/2011%20Management%20Letter.pdf>

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- Accounting
 - Senior City leadership
 - Board of Finance and City Council
 - Auditors
 - Develop financial reports that allow for the tracking of the use of funding sources, for example specific bond issuances, grants, and TIF increment
4. Define the appropriate structure for setting up and managing projects within the City's financial system, New World.
 - This must include developing a detailed plan for migrating the current project data (universe to be determined as part of the project) to the newly recommended structure
 - If after evaluation it is determined that New World cannot adequately support the City's goals, the consultant is expected to recommend another tool, capable of integrating with New World, to support its work
 5. Suggest the correct organizational structure necessary to meet the newly-defined practices, including providing recommended org charts and modified job descriptions.

The project will involve, at a minimum, representatives from the following teams:

-) DPW: Technical Services
-) DPW: Water Resources
-) PRW: Planning
-) CEDO
-) Clerk/Treasurer
-) City Attorney
-) Burlington International Airport

Though staff from the Water Resources Division of DPW and the Burlington International Airport will be included in the definition of a standard methodology, each has more specific needs that required a more customized methodology. Therefore, proposals should include pricing to develop a methodology for each of the following, built from the standard methodology developed for the City:

-) Add/Alt: Burlington International Airport
BTV uses the same financial systems as the City, however its projects have different funding sources and regulatory requirements. The goal would be to document a methodology to be used for BTV projects that is firmly based in the to be agreed City methodology, modified to meet BTV's structure, funding, and regulatory needs.
-) Add/Alt: Burlington Water Resources
Water Resources is a division of the department of Public Works, but whose 3 funds (Water, Wastewater and Stormwater) are enterprise funds. To the extent that the enterprise funding framework presents different types of opportunities or challenges, this should be reflected in the outcome of the larger project. Burlington

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Water Resources uses the same financial systems as the City and may have funding sources that need to be considered. The goal would be to document a methodology to be used for Burlington Water Resource projects that is firmly based in the to be agreed City methodology, modified to meet Burlington Water Resources financial structure, funding and project needs.

The point of contact for this project will be the Chief Administrative Officer.

Anticipated Project Schedule

The City reserves the right to amend dates. Changes in the timeline will be posted to <https://www.burlingtonvt.gov/RFP>. Interested parties are encouraged to register for updates at that page.

)	September 14, 2018	RFP issued
)	September 26, 2018	RFP-related questions due
)	October 5, 2018	Question responses to be posted
)	October 12, 2018	RFP closed
)	November 15, 2018	Target Notice of Award
)	December 15, 2018	Project begins
)	April 30, 2019	Final design and implementation plan delivered

III. RFP SUBMITTAL

Responses to this RFP should address how your firm would assess and evaluate the current state and needs of each department, and the steps you would take to develop a proposed solution that achieves the goals outlined. Responders are encouraged to be creative in their proposed approach and solution.

Responses to this RFP must be not more than 20 pages in length (10 double-sided or 20 single-sided pages) and include the following:

- 1) Qualifications Detail consisting of:
 - a) Cover letter including statement of understanding & approach to this project; the statement should describe the applicant's understanding of the project and the special skills, collaborative approach, and innovative thinking that the team would bring to the project.
 - b) Appendix A (provided in this RFP): Signed by a representative of lead consultant attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed;
 - c) Organizational Overview: A description of the applicant's organization, years in existence, structure, composition, and qualifications.
 - d) Proposed Project Team Members: Clearly indicate the applicant's designated team leader for the project, as well as the specific individuals who will be assigned to the work, their primary role(s) on the project, and their respective expertise in such work.

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- e) Partners: An explanation of any partnering arrangements that have been or will need to be made in order to complete the work.
- f) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience, especially municipal or other governmental experience and fund accounting experience, which the applicant has executed. Applicants are encouraged to include projects that involved members from the proposed project team.
- g) List of References: Provide a minimum of three client references with which the applicant has provided similar consulting services within the last five years: at least two references should be municipal or state government entities. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.

2) Technical Proposal consisting of:

- a) An executive summary explaining the recommended work;
- b) A detailed description of the proposed work and methods to be used, an explanation of any variances to the proposed scope of work as outlined in the RFP;
- c) A scope of work that includes steps to be taken, including specifics of any deliverables to be produced;
- d) A detailed work plan that includes:
 - o clear deliverables, milestones, and deadlines, as well as an overall time for completion;
 - o expectations of time required from City staff;
 - o a list of information your team will expect the City to provide at the start of the project;
- e) Any other information deemed necessary to address the requests of this RFP.

3) Cost Proposal consisting of:

- a) A composite schedule of direct labor hours by task;
- b) An itemized schedule of all expenses, including both labor and direct expenses;
- c) Clear identification of the costs that would be associated with including the Burlington International Airport's needs;
- d) Clear identification of the costs that would be associated with including the Water Resources Division's needs;
- e) A maximum budget amount inclusive of all fees and expenses specifying a fixed cost or time and materials basis.

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Proposals must be submitted in both digital (PDF) and printed formats. Provide two (2) print copies of the proposal in addition to the digital file, which may be emailed or submitted on a CD or USB drive. Please ensure that the document is easily printable in an 8.5x11 or 8.5x14 format.

Additional requirements are as follows:

-) Applicants are solely responsible for ensuring that proposals arrive on time.
-) Each applicant MUST provide their submittal electronically as a PDF.

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-) Additional detail beyond the contents described above WILL NOT be considered.
-) Faxed proposals WILL NOT be accepted.
-) Late replies WILL NOT be considered.

The City of Burlington does not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The City is also committed to providing proper access to services, facilities, and employment opportunities.

Bids should be sent in a sealed envelope to the contact listed above.

Bidders must comply with all provisions of state law, and the accepted bidder will have to comply with the city's livable wage and union deterrence ordinances, copies of which are available on the city's website (or may be supplied on request).

Questions

Questions may be submitted by email to the address and by the deadline identified above. Any revisions, addendums and answers to questions that are received by the due date for questions will be posted to the City's website at <https://www.burlingtonvt.gov/RFP>.

Bid Evaluation

In compliance with the City of Burlington's Procurement Policy, City staff will evaluate all complete proposals from qualified consultants. Consultants will be scored up to a maximum of 100 points based on the following criteria:

- 1) **Experience & Qualifications** relevant to key personnel and/or sub-contractors (15 pts)
- 2) **Project Understanding & Knowledge of Area** depth of relevant experience (25 pts)
- 3) **Ability to Meet Schedule** efficient schedules receive higher scoring (10 pts)
- 4) **Budget & Value** as related to proposed and additional costs (15 pts)
- 5) **Depth of Skills** related to technical aspects of project (15 pts)
- 6) **Demonstrated Innovative Approaches** to identifying solutions (10 pts)
- 7) **Level of Experience** with projects of similar size, structure and complexity (10 pts)
- 8) **Quality, Clarity & Completeness** of submittal package (10 pts)

Responses will be reviewed by City staff, and possibly its consultants, based upon the information provided in the proposal. Additional information may be requested prior to final selection. The city intends to accept the bid it determines to be in the best interests of the city, based on the overall proposal, not exclusively on cost or any other specific factor. The city reserves the right to amend, modify, reject, negotiate, or accept any bid in whole or in part at its sole discretion. It is anticipated that a decision will be made within 30 days of the due date.

IV. TERMS & CONDITIONS

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It will be necessary for responding parties to comply fully with the following terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment A).

Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the City of Burlington website at: <https://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications or proposals. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

General Compliance with Laws

The Consultant shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, Union Deterrence Ordinance, Non-Outsourcing Ordinance, and City insurance requirements. A certificate of compliance with these ordinances will be required. The Livable Wage ordinance can be found at the following link: <http://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance/>. Provisions of the resulting Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

OWNERSHIP OF DOCUMENTS

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the City.

PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state

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generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

Other terms

Costs for preparing your proposal in response to this request are solely the responsibility of the respondent. The City of Burlington, Vermont assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract. The City of Burlington reserves the right to accept or reject any or all Statement(s) of Qualifications or proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract. Equal Opportunity: the selection of consultant shall be made without regard to race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

REGISTRATION

A successful consultant must be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times the contract is effective. This registration must be complete prior to the execution of a contract.

INSURANCE:

Prior to beginning any work Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City of Burlington. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City of Burlington, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City of Burlington for cancellation. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the City of Burlington on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the City of Burlington as an additional insured for the possible liabilities resulting from Contractor's actions or omissions. It is agreed that the liability insurance furnished by the

Consultant is primary and non-contributory for all the additional insured. The Parties, for themselves, their insurers, and their officers, employees and agents, do hereby mutually waive all rights of subrogation on any claims of general liability, auto liability, and worker's compensation.

Consultant is responsible to verify and confirm in writing to the City of Burlington that:

(a) All Sub-Contractors, agents or workers meet the minimum coverage and limits plus maintain current certificates of coverage for all Sub-Contractors, agents or workers. Sub Contractors must comply with the same insurance requirements as MOPA.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of Contractor for Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City of Burlington.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by Consultant, Sub-Contractors, agents or workers, it is Consultant's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, Consultant shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all Sub-Contractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The Consultant shall carry professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate

\$1,000,000 - Per Occurrence

- (b) Deductibles. The Consultant is responsible for any and all deductibles.

- (c) Coverage. Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Consultant agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

AUTOMOBILE LIABILITY: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:

\$1,000,000 Each Event Limit

\$1,000,000 General Aggregate Limit

INDEMNIFICATION

The Consultant will act in an independent capacity and not as officers or employees of the Municipality. The Consultant shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of "non-professional services" under this contract. As used herein, "non-professional services" means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The Municipality shall notify the Consultant in the event of any such claim or suit covered by this Subsection and the Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of "non-professional services" provided under this Agreement. The Consultant shall indemnify the Municipality and its officers and employees in the event that the Municipality, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Consultant arising from the provision of "non-professional services" (as defined herein) under this Agreement.

The Consultant shall indemnify and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of "professional services" under this contract. The Consultant shall be obligated to indemnify and hold the Municipality, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney's fees incurred and paid by the Municipality in defending claims by third parties (collectively "Damages") but only in the event and to the extent such Damages are incurred and paid by the Municipality as the proximate

cause of negligent acts, errors or omissions (“Professional Negligence”) by the Consultant, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement. As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Consultant to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

After a final judgment or settlement, the Consultant may request recoupment of specific defense costs and may file suit in Vermont Superior Court, Chittenden Unit, Civil Division, requesting recoupment. The Consultant shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Consultant.

The Municipality is responsible for its own actions. The Consultant is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Consultant in writing that a claim to which the Indemnification Agreement may apply has been filed.

RELATIONSHIP

The parties agree that Consultant is an independent contractor. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. Neither the City of Burlington nor its departments shall provide Consultant with specific instructions or training in how to provide the required services, except to the extent required by law or regulation. Consultant shall provide its own tools, materials or equipment. In providing services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The parties agree that neither Consultant nor its officers or employees are employees of the City of Burlington or any of its departments, agencies, or related entities. The parties also agree that neither Consultant nor its officers or employees is entitled to any employee benefits from the City of Burlington. Consultant understands and agrees that it and its officers and employees have no right to claim any benefits under the Burlington Employee Retirement System, City’s worker’s compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. Consultant agrees to execute any certifications to the best of its knowledge, information and belief, or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

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Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City of Burlington will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

RESERVATION OF RIGHTS

It is the intent of the City to select the proposal that it deems to be in the best interests of the City. To that end, the City reserves the following rights:

1. To accept any proposal in whole or in part;
2. To accept multiple proposals if doing so is in the best interests of the City;
3. To reject any or all proposals in whole or in part;
4. To waive any informalities, omissions, or irregularities in any proposal;
5. To terminate and reissue this RFP for any reason;
6. To remedy any error in the RFP process without reissuing it; and/or
7. To change or negotiate any specifications in the City's sole discretion.

APPENDIX A

City of Burlington RFP: Project Accounting
Understanding of RFP Procedures, Terms and Conditions
This page to be returned with submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: _____

Representative's Printed Name: _____

Representative's Title: _____

Representative's Signature: _____

Date: _____