

## 9/4/19 STUDENT REPRESENTATIVE REPORT

Hello all,

I am sorry that I cannot be with you tonight, but I have an audition that is keeping me away. Here are my announcements:

### SBHS:

- As we are almost finished our second week of school, students have been getting back into full swing. Freshmen are finding their classes, and Seniors are finally able to enjoy parking in the Senior lot. Everything has been running smoothly.
- The SBHS Open House will be Thursday, September 12 at 7 pm. A great opportunity for parents to meet their child's teachers and ask questions.
- Ms. Lundie, the head of the Career Development Center, is having meetings/workshop sessions on Tuesdays during FACETIME for any Senior on different aspects of "Adulting". The first few have been a hit!

### FHTMS

- No events to report out on

### Chamberlin

- On Tuesday, September 10<sup>th</sup>, from 8:10-8:30 Chamberlin is having a welcome assembly. Directly after that, there will be a time for new/kindergarten families to meet and have coffee.

### RMCS

- No events to report out on

### Orchard

- Tomorrow, September 5<sup>th</sup> is Curriculum Night at Orchard School. The arrival time varies by grade, so guardians should check their school newsletter for their specific time. Childcare will be provided by the PTO.

## JUNIOR STUDENT REPRESENTATIVE UPDATE

Applications have been sent to all of the class of 2021. They will be due September 19<sup>th</sup> by the end of the school day. At that time, I will send the applications to the interview committee. I was wondering if that had been formed yet? If it hasn't, I can just send the applications to Elizabeth or whoever the board would like. I have already received one application. The position will be advertised in the lobby as planned. My hope is to have the Junior Rep's first meeting be October 2<sup>nd</sup>.

# **SOUTH BURLINGTON SCHOOL DISTRICT**


**Office of Operations and Financial Management**

**550 Dorset Street**

**South Burlington, Vermont 05403**

**Tel: (802) 652-7055 Fax (802) 652-7013**

**TO:** David Young, Superintendent of Schools

**FROM:** Gary Marckres, Director of Operations and Financial Management 

**SUBJECT:** MPV Line of Credit Supporting Information.

**DATE:** August 26, 2018

## **INTRODUCTION**

Attached for Board review is the supporting information requested by the Board relative to the request for a \$350,000 line of credit to fund the pre-bond vote phase of the Master Planning and Visioning initiative.

Items included:

1. Initial request dated August 14, 2019
2. Second Amendment to the November 13, 2017 agreement with Dore and Whittier Architects Inc.
3. Dore and Whittier Architects Inc. Scope of Services Outline
4. ATC Environmental proposal for environmental testing
5. Draft Request for Proposal for Municipal Financial Advisor

The Office of Operations and Financial Management request approval of the \$350,000 line of credit to support the Dore and Whittier contract, the potential costs of our selected Financial Advisor and to support a contingency for any unanticipated consulting requirements during the pre-bond vote phase.

## SECOND AMENDMENT TO AGREEMENT

### PREAMBLE

ON the 13th day of November, 2017, an agreement was made by and between South Burlington School District, a Vermont municipal school district the principal offices of which are located at 550 Dorset Street, South Burlington, Vt. ("Owner") and Dore & Whittier Architect's Inc., a Vermont corporation having its principal offices at 212 Battery Street, Burlington, Vt. ("Architect"), after Architect was chosen through a competitive bid process. Owner and Architect are collectively referred to herein as the "Parties." By their FIRST AMENDMENT TO AGREEMENT dated October 30th, 2018, the Parties amended the November 13, 2017 agreement to include performance by Architect of Phase II of the Project. The November 2017 agreement as amended by the First Amendment is herein referred to as the "AGREEMENT."

The Owner, by and through its Board of School Directors, has determined that it is in the best interests of the Owner, from both a fiscal and temporal perspective, to task Architect, either directly or through its subcontractor(s), to complete a preliminary environmental assessment and undertake a professional architectural design of the middle school/high school campus prior to having the voters consider funding capital improvements to that campus.

### AGREEMENT

The Parties, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, by their execution of this Second Amendment to Agreement, amend the AGREEMENT further as follows.

- 1. Authorization of Preliminary Environmental Assessment and Architectural Design Services.** Architect is approved to commence and complete a preliminary environmental assessment and to design capital improvements to the middle school/high school campus as described in this Second Amendment ("Design Services").
- 2. AGREEMENT Section 2:** Section 2 of the AGREEMENT is amended to ADD a Subsection 2.6 to read as follows:

The Architect's Design Services and deliverables shall be consistent with and reflect the Phase II result Option 8, and its design and related environmental investigation(s) shall be as detailed in the documents entitled: (1) "South Burlington School District, SBHS-FHTMS, Contract Amendment for Pre-Bond Vote Professional Services Scope of Services Outline" generated by Dore & Whittier and dated 1 July 2019, marked

**South Burlington School District  
SBHS- FHTMS  
Contract Amendment for Pre-Bond Vote Professional Services  
Scope of Services Outline**



**1 July 2019**

**Pre-Bond Vote Services Outline:**

FHTMS: Existing: 120,552 sf: 555 students (proposed 600 students)

SBHS: Existing: 151,500 sf: 942 students (proposed 1050 students)

The following scope of services outline is in response to the motion authorized by the South Burlington School Board to provide pre-bond-vote design phase professional architectural and engineering services for the middle and high school campus within the following broad parameters:

1. The design should address both infrastructure needs and a full range of identified educational needs at both the middle and high schools by designing a new combined middle and high school using Option 8 as a guide.
2. The design process should include significant input from faculty, staff, administration, parents, students, and the broader community.
3. The design process should produce a proposed plan and detailed cost estimates for a combined middle and high school and as a fallback position a new high school with infrastructure improvements only at the middle school.
4. The design should not consider any existing site elements as completely fixed but should avoid moving items like the track, new outdoor changing rooms, or the mature grove of trees between the middle school and Dorset Street if possible.

The following outline is based on beginning work in June 2019 and extending to a bond vote in March 2019. See attached Work Plan Schedule.

**D&W TEAM included in this phase:**

Architect / Project Manager: D&W

Environmental Consultant: ATC Associates

Civil, Structural Engineer, Permitting and Soils Analysis Consultant: Engineering Ventures

Mechanical, Electrical, Plumbing, Fire Protection Engineer: Garcia, Galuska DeSousa

Landscape Architect: Wagner Hodgson

Cost Estimating: PM&C

**Consultants that are not included in this phase:**

Technology and Security Systems: Edvance Technology Design

Acoustical Consultant: Acentech

Traffic Consultant: TBD

Food Service Consultant: Crabtree McGrath

Theatrical Consultant: TBD

Geotechnical Consultant: TBD

**ARCHITECTS  
PROJECT MANAGERS**

212 Battery Street  
Burlington, VT 05401  
802.863.1428 ph  
802.863.6955

260 Merrimac Street Bldg 7  
Newburyport, MA 01950  
978.499.2999 ph  
978.499.2944 fax

[www.doreandwhittier.com](http://www.doreandwhittier.com)

- Not included: Extended iterative review process. Additional time is usually spent revising and refining the concept to “lock-in” the design and work out all the possible issues with the plans through an iterative review process with the Owner. Due to limited funds at this phase, this iterative review process will occur after the bond vote and a design contingency will be carried to compensate for possible further changes in the program and/or design.

**b. Civil/Site Planning**

- Investigate and confirm location and sizes of all underground utilities. Verify whether replacement of water/wastewater piping is warranted or needed and extent.
- Narrative of existing site conditions to be removed and proposed new site conditions including summary of new utilities including above and below ground, telephone, data, cable, electric, gas, sewer, water, storm-water.
- Preparation of existing conditions site plan and conceptual proposed site plan indicating sidewalks, pavement, fields, buildings, and approximate location of utilities, storm-water management.
- Perform preliminary review of wetlands and buffer requirements. This would not be a formal delineation survey.
- Lidar site survey with in-the-field verification of utilities.
- Not included: topographic survey, schematic level drawings and specifications.

**c. Landscape Architecture**

- Review of playfields and play areas with Owner.
- Coordinate with civil engineer and architect on site design and layout of parking, vehicular, pedestrian and bicycle circulation, sidewalks, landscaping and outdoor spaces.
- Develop site plan concept.
- Not included: schematic level drawings and specifications.

**d. Design / Architecture**

- Prepare conceptual-level 3D model based on one concept accepted by the school board in October 2019. Provide corresponding conceptual level 2D plans indicating gridlines and example details of exterior wall, roof construction.
- Identify proposed conceptual phasing of the project, as applicable to the selected option.
- Prepare outline specifications indicating materials and finishes for pricing purposes.
- Not included: schematic level drawings and specifications; schematic level phasing plans.



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Fax 802-862-1405  
www.atcgroupservices.com

June 24, 2019

Roberto Fitzgerald  
Dore & Whittier  
212 Battery Street  
Burlington, VT 05401

RE: ATC Proposal – Environmental Testing  
Environmental Consulting Services  
So Burlington High School and Tuttle Middle School, Vermont

Dear Rob:

This correspondence follows your request for a proposal from ATC Group Services LLC (ATC) to perform environmental consulting services related to the South Burlington High School and Tuttle Middle School pre-bond vote phase. ATC understands the client has requested preliminary sampling activities to identify potential environmental conditions which may have adverse monetary impacts. Additional testing will be required. The following scope of services can be provided:

#### **Limited Asbestos Survey**

ATC will conduct a building survey of limited suspect building materials. This will include the following materials: concrete, vapor barrier or sealant on foundation walls, brick or stone mortar, window and door caulking and glazing from both schools that if positive for asbestos could have a large monetary impact to the project. ATC will collect up to 100 samples of suspect asbestos containing materials and which will be submitted for PLM laboratory analysis with one (1) week turnaround time (from receipt at the laboratory). The survey will be conducted according to applicable state and federal regulations and a copy of the report will be provided to the Vermont Department of Health as required by the Vermont Regulations for Asbestos Control prior to any building renovations.

ATC will also drill core holes through the interior and exterior walls of Tuttle Middle School to determine the extent of vermiculite insulation within the walls of the school as part of this scope. ATC will also document accessible known asbestos containing floor tile and mastics and pipe insulation locations within each school on a floor plan for remediation budgeting.

ATC will prepare a report including a list of all sampled suspect materials, listing of materials positive for asbestos, sample location diagrams, laboratory results and approximate quantities of any asbestos containing materials identified. This will not be a comprehensive building survey but will identify specific building materials that may have a large impact to the project budget.

#### **PCB Sampling**

Previous PCB sampling was conducted by ATC at So Burlington High School, which identified PCB containing exterior and interior window caulking and glazing in the windows of the school. Suspect materials not sampled associated with the High School include the windows and doors located in the library construction, the gym and south end of the building. Tuttle Middle school has had very limited sampling for PCB's prior to the elevator project, and will require additional sampling in the remaining portions of the school.


Thank you for considering ATC for your environmental management needs. If you have any questions feel free to contact us at 802- 862-1980.

Sincerely,

ATC Group Services LLC



Andra Liberty  
Project Manager  
ATC Group Services LLC  
Direct Line +1 802 862 1980  
Email: [andra.liberty@atcgs.com](mailto:andra.liberty@atcgs.com)



Robert Montgomery  
ATC Group Services LLC  
Senior Project Manager  
Direct Line +1 802 862 1980  
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**REQUEST FOR PROPOSAL (RFP)  
FOR  
MUNICIPAL FINANCIAL ADVISOR**

Issued by:  
South Burlington School District

DRAFT

**Proposals must be submitted  
No later than 2:00 PM 9/16/2019 to:  
South Burlington School District  
Office of Operations and Finance  
550 Dorset Street  
South Burlington, Vermont 05403**

LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED

There will be a public opening for these proposals.

For further information regarding this RFP contact  
Christa Chambers @ (802) 652-7053

[cchambers@sbschools.net](mailto:cchambers@sbschools.net)

Issued: 8/26/2019



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## **ATTACHMENTS AND EXHIBIT #1**

Attachment A - Signature and Authority Affidavit Form

Attachment B - References

Attachment C - Designation of Confidential & Proprietary Information Form Attachment D –  
Mandatory Requirements

Attachment E - Standard Terms and Conditions

Attachment F - Cost Proposal

Exhibit #1 – “School Board Votes to Build New Middle and High Schools”

1.3.2.1. Make recommendations to the District for structuring the proposed debt issues including amortization, term, discount, call features, etc. Discuss various alternatives and recommend the best alternative considering the District's current outstanding debt, ten-year facilities stewardship plan, and SBSD's future facility plans. This also includes planning for debt issued through the Vermont Municipal Bond Bank and "stand alone" debt issued by the District. Make recommendations to enhance bond marketability and reduce issuance costs. Review and advise District concerning market factors and developments that may affect tax-exempt debt issuance.

1.3.2.2. Attend meetings of the South Burlington School Board and meet with staff as-needed to discuss the financing plans and the project. Make presentations, with the Director of Operations and Finance, to the Board or the Master Planning and Visioning working group committee, regarding the recommended timing and structure of each debt issue and final results of the bond sales. The attendance at such meetings can be in person or via a "VOIP" program such as "Skype" or "Go To Meeting," etc., depending upon the requirements of the District.

1.3.2.3. Assist in the preparation of the Preliminary Official Statement (POS) and Official Statement (OS) for each debt issue with assistance from the Business Manager in the Office of Operations and Finance and bond counsel.

1.3.2.4. Recommend to the District strategies to establish a debt rating, as well as strategies for maintaining any current or achieving a higher debt rating. Assist the District in preparing for and presenting information to rating agencies as needed.

1.3.2.5. Assist the District to coordinate with bond counsel and other participants the timing and process of the bond issue(s).

1.3.2.6. Assist the District in determining whether each issue should be sold on a negotiated, competitive, or private placement basis. Act as the District's agent to negotiate and structure agreements with Book Entry firms, including assisting the District to create and circulate bid documents, respond to questions from potential bidders, place advertisements, and communicate with or respond to bidders.

1.3.2.7. Advise the District on such matters as bond registration, printing, investment of proceeds and other matters related to the settlement and delivery of bonds and notes.

1.3.2.8. Assist the District to accept electronic competitive bids for each debt issue, if competitive bids are used. Evaluate, verify, and recommend the best bid based on true interest cost for the bids submitted on the debt sale date to the School Board.

1.3.2.9. Provide an analysis of each bond sale compared to contemporaneous comparable sales throughout the country to present on the date each bond issue is approved.

1.3.2.10. Provide annual on-going services related to the District's Municipal Continuing Disclosure Requirements when such expertise is needed.

1.3.3. History and Background

If the proposer fails to notify the District prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by the Office of Operations and Finance. Addenda will be posted on the District Website <https://www.sbschools.net/Page/1594>. Proposers are responsible for checking this website for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

#### **1.4. Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the District. In the event that the District finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
August 26, 2019	RFP Issuance Date
September 6, 2019 by 2 p.m.	Last day for submitting written questions
September 11, 2019	Addenda posted to <a href="http://www.sbschools.net">www.sbschools.net</a>
<b>September 18, 2019</b>	<b>Proposals due by or before 2:00 p.m.</b>
September 25, 2019	Notice of Interviews
October 8 or 9, 2019	Interviews
October 10, 2019	Superintendent makes recommendation to Board
October 16, 2019	Board reviews recommendation (action required)
October 18, 2019	Notification of intent to award to proposers (estimated)

#### **1.5. Contract Term and Funding**

The contract shall be effective on the date indicated on the contract and shall continue for three years from that date. By mutual agreement of the District and the Contractor, the contract may be renewed up to two additional one-year periods.

## **2. Preparing and Submitting a Proposal**

### **2.1. General Instructions**

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required on-site visits, interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure by a proposer to respond to each of the requirements in the RFP is a sufficient basis for the District to reject the proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The District encourages all proposers to print their submission double-sided to save paper.

**Separate Envelope - COST PROPOSAL—ATTACHMENT F:** Provide cost information as detailed in Section 6 in this RFP. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

## **2.5. Multiple Proposals**

Multiple proposals from a proposer will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response

## **2.6. Withdrawal of Proposals**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 180 days after the due date and time. The written withdrawal notice must be received by Operations and Finance. An authorized representative of the proposer must sign the notice. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

# **3. Proposal Selection and Award Process**

## **3.1. Evaluation Committee**

The District will follow its standard protocol in the selection and award of this contract. The District's Office of Operations and Finance Committee will first evaluate the proposals received and present a recommendation to the Superintendent of Schools. Then, the Superintendent will make his recommendation for action by the Board. The Board will then take action at a warned public meeting. Proposers may not contact members of the evaluation committee except at the request of the Office of Operations and Finance.

## **3.2. Preliminary Evaluation**

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the District reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

## **3.3. Right to Reject Proposals**

The District reserves the right to reject any and all proposals.

## **3.4. Proposal Scoring**

Accepted proposals will be reviewed by the District's Office of Operations and Finance Committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The Committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

## **3.5. Evaluation Criteria**

The proposals will be scored using the following criteria:

All proposers who respond to this RFP will be notified in writing of the District's intent to award the contract(s) as a result of this RFP.

### **3.11. Appeals Process**

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify State of Vermont Statutes that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with David Young, Superintendent, South Burlington School District, 500 Dorset Street, South Burlington, Vermont 05403, and received in his office no later than five (5) working days after the notice of intent to award is issued. The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Superintendent may be appealed to the South Burlington School Board within (5) working days of issuance. The appeal must allege a violation of State of Vermont Statutes.

### **3.12. Negotiate Contract Terms**

The District reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the District may negotiate a contract with the next highest scoring proposer.

## **4. Requirements**

### **4.1. Mandatory Requirements**

**Submit response using Attachment D Mandatory Requirements under Tab 3 of proposal - see section 2.4 for proposal submittal format.**

The following requirements are mandatory. Each proposer must satisfy them as a pass/fail pre-screening requirement. Any proposal submitted not in compliance with these mandatory requirements will be rejected and not evaluated or scored.

4.1.1. The proposer is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

4.1.2. The proposer and its assigned team must have a minimum of five years' experience in providing municipal advisory services to municipal governments and authorities.

4.1.3. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual agreements of the firm that could present a real or perceived conflict of interest.

**5.3. Proposer Solutions**

5.3.1. Describe your firm’s understanding of the District’s financial situation, including ideas on how the District should approach financing issues such as bond structures, credit rating strategies and investor marketing strategies. Describe your firm’s knowledge of local political, economic, legal or other issues that may affect the proposed financing(s). (25 Points)

5.3.2. Describe the firm’s municipal advisory experience necessary to assist the District with either competitive or negotiated sales. Describe the firm’s access to sources of current market information to assist in pricing of negotiated sales and information to assist the District in planning and executing competitive sales. (25 Points)

**5.4. Proposer References**

**Submit response using Attachment B References under Tab 2 of proposal – see section 2.4 for proposal submittal format.**

Proposer must supply references of three issuers (?) to which similar products/service have been provided within the past five years. If contacted, all of those references must verify that a high level of satisfaction was achieved. The District reserves the right to contact additional accounts not listed as a reference.

**6. Cost Proposal**

**6.1. General Instructions for the Cost Proposal and how it will be Scored**

All prices must be quoted in U.S. Dollars.

Operations and Finance will score the cost proposals by prorating, with the lowest cost proposal given the highest score, on the following basis: points awarded to each proposal other than the lowest cost proposal will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

**Lowest Cost Proposed**

$$\frac{\text{Constant}}{\text{Lowest Cost}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

**Other Proposed Cost**

**6.2. Format for Submitting Cost Proposal.**

Use Attachment F Cost Proposal. Submit one marked original plus one copy. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state “Cost Proposal” and the name of proposer.

**ATTACHMENT A**

**SIGNATURE AND AUTHORITY AFFIDAVIT FORM**

PROPOSING COMPANY NAME: \_\_\_\_\_

FEIN (Federal Employer ID Number)                      OR                      Social Security # (if Sole Proprietorship)

\_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Number of years in Business \_\_\_\_\_

Name the person to contact for questions concerning this proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email Address \_\_\_\_\_

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and professional manner all of the services described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (if any)

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

**ATTACHMENT C**

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to RFP proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in 1 V.S.A. § 317(c)(9), or is otherwise material that can be kept confidential under the Vermont Public Records Act. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in 1 V.S.A. § 317(c)(9)

We have reviewed the relevant Vermont statute and related case law, and hereby request that the following pages not be released:

Section	Page #	Topic

\_[NAME OF PROPOSER]\_\_\_\_\_ AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET CONFIDENTIALITY, AND AGREES TO HOLD THE DISTRICT HARMLESS FOR ANY COSTS OR DAMAGES IT INCURS ARISING OUT OF THE DISTRICT COMPLYING WITH PROPOSER’S REQUEST TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. Marking other material in the proposal as “confidential” is insufficient. The undersigned agrees to hold the District harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

Date \_\_\_\_\_



## ATTACHMENT E

### STANDARD RFP TERMS AND CONDITIONS

**2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:** After a Request for Bid/Proposal/Quote has been filed with the Office of Operations the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the District from requesting additional information and/or clarification.

**3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

**4.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

**5.0 ACCEPTANCE-REJECTION:** The District reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the District.

**7.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the South Burlington School District Office of Operations and Finance. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the District, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

**8.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the District.

**9.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Vermont. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

**10.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

**11.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the District.

**ATTACHMENT F**

**COST PROPOSAL**

**Proposer:**

**Submit original plus one copy** (Submit in separate envelope within proposal package)

Annual flat fee to cover all costs including labor, materials, fees, and travel expenses.

YEAR 1 Annual Fee	\$
YEAR 2 Annual Fee	\$
YEAR 3 Annual Fee	\$
YEAR 4 Annual Fee (optional renewal)	\$
YEAR 5 Annual Fee (optional renewal)	\$
<b>Total five year cost (20 Points)</b>	\$

## **Other Paper Articles**

*Updated 8/29/19*

The School Board articles are scheduled for publication the first week of each month. Your deadline for each of the monthly articles will be noon on the dates indicated below. Please submit your article to editor@otherpapersbvt.com.

Please be sure the articles are between 450-500 words, with no special formatting such as graphs or extensive bulleted lists. The *Other Paper* will include headshots for each author.

### Future Due Dates for School Board Column

*Your article will appear in the first issue of each month.*

*Your deadline is usually the 4<sup>th</sup> Thursday of the month at noon.*

6/27/19 (will run in 7/4/19 issue)	Bridget	Master Planning and Visioning
7/25/19 (will run in 8/1/19 issue)		
8/29/19 (will run in 9/5/19 issue)	Elizabeth	Welcome Back Priorities for 2019-20 School Year
9/26/19 (will run in 10/3/19 issue)	Bridget	Recommended FHTMS/HS – Renovations vs New Build
10/31/19 (will run in 11/7/19 issue)	TBA	Funding Mechanism
11/27/19 (will run in 12/5/19 issue)	TBA	Educational Impact
12/26/19 (will run in 1/2/20 issue)	TBA	Budget
1/30/20 (will run in 2/6/20 issue)	Cole	Student Vote/Getting Out to Vote
2/27/20 (will run in 3/5/20 issue)		
3/26/20 (will run in 4/2/20 issue)		
4/30/20 (will run in 5/7/20 issue)		
5/28/20 (will run in 6/4/20 issue)		


### **Topics for Consideration**

- Student Representative Article
- Negotiations
- Airport Noise
- 180 Market Street
- Voter Participation – Vince Bolduc Exit Poll Survey – Where do we go from here?

SOUTH BURLINGTON SCHOOL DISTRICT

**Office of Operations and Finance  
550 Dorset Street  
South Burlington, Vermont 05403**

TO: David R. Young, Superintendent of Schools  
Board of School Directors

FROM: Gary Marckres, Director of Operations and Financial Management 

DATE: August 26, 2019

SUBJECT: Rubbish Removal/Recycling and Compost Services Bid Extended Through  
August 31, 2020

**RECOMMENDATION:**

The Office of Operations and Finance recommends that the District extend the Rubbish Removal/Recycling and Compost Services contract for another year to Gauthier Trucking Co., Inc... Gauthier's price increase of 2.8% is within the NEEP Index limit, which currently is 2.8%.

**BACKGROUND:**

Gauthier's has provided us with good service over the years and we recommend this working relationship continue for one additional year, subject to compliance with State Law on competitive bidding.

State law, specifically Title 16, section 559 (e) (7) regarding public bids, governs our actions on competitive bidding. It allows districts to renew contracts that have been competitively bid if certain conditions about pricing and contract termination exist. A major condition is that, when renewing a contract with a current vendor, the contract can be renewed if the price increase is limited to the increase in the NEEP index, which is at 2.8% for contracts renewed for FY 2020.

**CORRESPONDENCE ATTACHED:**

1. August 21, 2019 Request to extend pricing on Rubbish Removal/Recycling and Compost Services through August 2020.
2. August 26, 2019 Response from Gauthier Trucking Co., Inc.

Thank you for your consideration of this request.

**GAUTHIER TRUCKING COMPANY INC.**

5 GAUTHIER DR.  
ESSEX JCT., VT 05452  
(802) 879-4020 FAX (802) 879-4140

August 26, 2019

South Burlington School District  
550 Dorset St  
South Burlington, Vt 05403

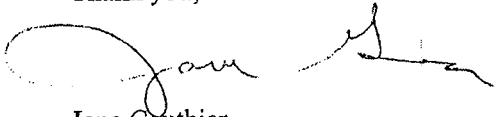
Dear Gary Marckres:

**Subject: Request to extend bid pricing on Rubbish/Recycling/Compost contract  
FY2020**

I would like to propose the following quote for the FY2019-2020 school year:

Please see attached, and let me know if you have any questions or concerns.

Thank you,



Jane Gauthier  
Gauthier Trucking Co Inc  
5 Gauthier Dr  
Essex Jct, Vt 05452

South Burlington School District  
550 Dorset St  
South Burlington, Vt 05403

Composting: 1 Day Per Week

<u>Cost Per Toter</u>		<u>Cost</u>	
Size	68 gallon		\$2.57

Composting:

We will provide 68 gallon toters with biodegradable bags at each school with pickups once per week. This rate also includes the cleaning of all receptacles. Currently the compost is being transported to the Green Mountain Compost Facility in Williston.

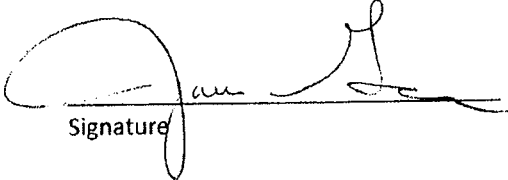
Bid Pricing For:

<b>Rubbish Removal Annual</b>	<b>Recycling Services Annual</b>	<b>Compost Services Annual</b>
\$32,649.55	\$1,850.40	\$3,330.72

Gauthier Trucking Co, Inc  
Firm

**Combined  
Total Annual**

**\$37,830.67**

  
Signature