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PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

CITY OF BURLINGTON

Request for Proposals
Non-Exclusive On-Airport Rental Vehicle Concession

Patrick Leahy Burlington International Airport
City of Burlington, Vermont

Issued:
Monday, September 14, 2026

Mandatory Pre-Bid Meeting:
Wednesday, September 23, 2026 at 11:00 AM
Patrick Leahy Burlington International Airport, 3rd Floor Conference Room

Due:
Friday, October 16, 2026 at 2:00 PM

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

I. PROJECT BACKGROUND

The City of Burlington (hereinafter referred to as the "City"), acting through its department, the Patrick Leahy Burlington International Airport (hereinafter referred to as the "Airport"), hereby requests proposals from all interested and qualified respondents desiring to establish and operate an on-Airport vehicle rental concession at the Airport. It is the intent of the City to award up to five (5) concession contracts to respondents offering the highest minimum annual guarantees for the first year of the term of the contract beginning December 1, 2026 with a retroactive date to July 1, 2026, and terminating June 30, 2031 (the "contract period") in response to this Request for Proposals; that is, the City intends on selecting a maximum of five (5) separate successful respondents to operate one of the five (5) available on-Airport vehicle rental concessions.

The lowest acceptable minimum annual guarantee proposal for the first contract year is Three Hundred Thousand Dollars ($300,000.00). The minimum annual guarantee may be subject to discussion at the mandatory pre-bid meeting.

For the second through fifth contract years, a successful respondent's minimum annual guarantee will be adjusted to ninety percent (90%) of the gross revenues payable to the City for the previous contract year, but never less than the successful respondent's minimum annual guarantee for the first contract year. The City currently has month-to-month on-Airport vehicle rental concession agreements with five (5) contractors: The Hertz Corporation; Avis Budget Group, Inc. d/b/a Avis Rental and Budget Car Rental; Elrac, Inc., d/b/a Enterprise Rent-A-Car; Elrac, Inc. d/b/a as Alamo and National; and Dollar Rent a Car System Inc.

II. SCOPE OF WORK

Each successful respondent (a "contractor") shall be required, at its sole cost and expense, to establish, operate, and maintain a high-quality, financially sound vehicle rental concession at the Airport, responsive and courteous to the traveling public as detailed in the Concession Agreement (Exhibit B, attached hereto). The City will also consider proposals received from car sharing operations and other non-traditional operations that may meet the current needs of the traveling public. The Airport will also expect that employees chosen to work under the contract at the Airport will be chosen on the basis of equal opportunity and without any form of impermissible discrimination based upon protected characteristics. The contract will provide that the Airport shall have the right to terminate the contract if these requirements are not met. Contractor shall also be familiar with the City's Livable Wage Ordinance (Burlington Code of Ordinances Ch. 21 Art. VI. §21-80, 21-89,) and compliance will be expected with all requirements thereof.

III. SUBMISSIONS

It is essential that the respondent carefully study and adhere to the information and requirements of this RFP the preparation and submission of a proposal.

A. Deadlines

a. Pre-Bid Meeting
A mandatory pre-bid meeting will be held remotely via video conferencing at 11:00 a.m. (EST) Wednesday, September 23, 2026. Interested respondents should provide contact information to Jeffrey Bartley at jbartley@btv.aero sufficiently in advance of the pre-bid

meeting to participate. The City will not consider proposals from any respondent that has not attended the mandatory pre-bid meeting.

b. Withdrawal and Modification of Proposals
Proposals may be withdrawn or modified at any time prior to the time set for the receipt of proposals, provided notice of withdrawal is in writing and received by the Director of Innovation & Marketing prior to 2:00 p.m. (EST), Friday, October 16, 2026. Negligence on the part of a respondent in preparing its proposal confers no right of withdrawal or modification of its proposal after the time for receipt of proposals. No respondent may withdraw its proposal for a period of sixty (60) days after the date for opening proposals.

c. Proposal Delivery
Proposals must be mailed or delivered so as to be received by the Director of Aviation, Patrick Leahy Burlington International Airport, not later than 2:00 p.m. (EST) Friday, August 16, 2026. Proposals submitted after the deadline date and time may not be accepted

All proposals will be opened and publicly read in the 3rd Floor Conference Room by the Director of Innovation & Marketing, Patrick Leahy Burlington International Airport, at approximately 2:00 p.m. (EST), Friday, October 16, 2026. No responsibility will attach to the Airport for any premature opening of proposals not properly labeled.

B. Submission - Materials and Means

a. Copies of Proposal
Respondent must submit two (2) paper copies and one (1) electronic copy of the proposal responding to the RFP via USB drive. Proposals must be signed by an authorized official, enclosed in a sealed envelope or package, identified as "Patrick Leahy Burlington International Airport On-Airport Rental Vehicle Concession RFP."

Submittal Address:

Jeffrey Bartley, Director of Innovation & Marketing
Patrick Leahy Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403
jbartley@btv.aero

NOTE: Telegraphic proposals will not be considered. Proposals that are solely submitted electronically and without paper copies will not be accepted, and any submission received after the deadline will be returned unopened.

b. Proposal Guarantee
A proposal guarantee in the sum of forty thousand dollars ($40,000.00) must be submitted with each proposal to guarantee execution of a contract on the basis of the final offer submitted.

In the event that the respondent fails to execute a contract upon the City's acceptance of the respondent's proposal (offer) within sixty (60) days following the due date for submission of proposals, the respondent's proposal guarantee will be forfeited to the City as liquidated damages. The proposal guarantee, at the option of each respondent, may be in the form of a certified check, cashier's check, or money order made payable to the City of Burlington - Patrick Leahy Burlington International Airport or in the form of a bid bond executed by the respondent accompanied by a surety.

The proposal guarantee, if other than a bond, will be returned to unsuccessful respondents immediately follow execution of contracts between the City and the selected respondents. The proposal guarantee deposit submitted by the selected respondents will not be released until a contract performance bond is received by the City.

c. Performance Bond or Irrevocable Letter of Credit
The selected respondent will be required to provide a performance bond or irrevocable Letter of Credit in an amount equal to fifty percent (50%) of the respondent's proposed annual compensation within thirty (30) calendar days following receipt of the contract. The performance bond guarantees performance of the contract by the selected respondent and shall be subject to claim by the City in the event of failure by the selected respondent to fully perform the contract.

C. Submission of Proposal Constitutes a Legal Offer
Submission of a proposal shall constitute a valid offer, which may be accepted by the City for a period of sixty (60) days following the due date for submission of proposals.

D. Limitations of Liability
The City assumes no responsibility or 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 execution of the contract.

E. Costs Associated with Proposal

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

F. Ownership Of Documents
Any materials submitted to the City in response to this RFP shall become the property of the City unless another arrangement is made by written agreement between the City and respondent. The respondent may retain copies of the original documents.

G. 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 the respondent considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the respondent otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections 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.

H. Questions
Any questions regarding the submittal process or the technical aspects of the project may be made via e-mail to Jeffrey Bartley at jbartley@btv.aero. Only e-mail communications will be accepted. Questions and requests for clarification should be received no later than three (3) days in advance of the pre-bid meeting in order to expedite the proceedings. Burlington International Airport's responses to questions received by this due date may be distributed at the pre-bid meeting and posted on the Patrick Leahy Burlington International Airport's website at www.btv.aero. The Airport shall be under no obligation to respond to questions or requests for clarification submitted after the deadline referenced above.

IV. RESPONSE FORMAT

Each proponent responding to this Request shall provide a comprehensive expression of the manner in which it will establish and operate the concession, designed to accommodate the requirements of the traveling public using the Airport. The precise format and content of the proposal is left to the discretion of each proponent. In order, however, to assure uniformity in the submissions, each proposal should, at a minimum, provide the following information in the order listed below:

A. Basic Respondent Information

a. Basic Information
The name and address of the respondent.

b. Corporate Information
If respondent is a corporate entity, provide entities state of incorporation, and the address of either its principal business office address in Vermont or the address of its Registered Agent in Vermont as registered with the Vermont Secretary of State.

c. Officer Information
If respondent is a corporate entity, provide the full name, address and title of each officer of the respondent. If the respondent is a corporate entity, the names and addresses of all members of the corporation's Board of Directors shall also be furnished.

d. Financial Information
Complete and detailed financial statements showing the respondent’s assets, liabilities, capital and operating results for the two (2) latest fiscal years. Adherence to this provision shall not be a requirement for proponents that are current vehicle rental concession contractors at the Airport.

B. Proposal Information

a. Introduction
Prepare a brief introduction. This should include a general demonstration of understanding of the scope and complexity of the required work.

No individual, partnership, corporation, or association may submit more than one proposal for the same brand. In the event that an individual, partnership, corporation, or association elects to submit proposals for separate brands owned or controlled by proponent, the proponent shall ensure that there is no collusion in the preparation of the proposals. Evidence of collusion shall be grounds for disqualification. In addition, each and every proponent, regardless of whether the proponent is submitting its proposal as a dual brand/trade name or single brand/trade name, must submit a notarized affidavit of non-collusion with its proposal. If a proponent's proposal is accepted by the City, such proponent shall operate solely under the brand/trade name(s) as proposed. Operation under any different or additional brands shall not be allowed, except as provided in Article V.B of the Concession Contract (Exhibit B attached hereto)

Identity of the brand name(s) the proponent intends to offer at the Airport. In this regard, selected proponents will be permitted to operate at the Airport using up to two (2) brand/trade names only if brand/trade names are 100% owned or licensed to proponent. Provided, however, that the brand/trade name(s) must be the same as those identified in the proponent's proposal. Successful proponents will not be permitted to conduct their concessions at the Airport using any additional or different name(s) than those specified in their proposals, without advance written permission of the City.

b. Description of Operations
Each respondent responding to this RFP shall provide a comprehensive expression of the manner in which it will establish and operate the service, including:

- Hours of operation
- Electric Vehicle availability
- Plans for use of counter space, including communication equipment, signing, etc.
- The number, type, and age of vehicles to be utilized in the operation of the concession by class of vehicle
- A schedule of proposed prices and charges by class of vehicle

c. Experience
Each respondent responding to this RFP shall provide a comprehensive expression of the extent of the manner in which it will provide customer conveniences, including:

- Advance reservations
- Major credit card acceptance

d. Personnel
The names and records of experience of the proposed general manager, principal assistants, and other key personnel. An appendix with full resumes of respondents is permitted.

A statement of projected numbers of employees by type of position to be used in the proposed concession operation.

e. Pricing and Budget

A statement of projected Gross Revenues, projected operating costs, and profit for each year of the contract term.

A schedule of revenue offered to the City in return for the right to conduct an On-Airport concession at the Airport in accordance with the enclosed Schedule I. This amount shall be a combination of a minimum annual guarantee, which amount shall in no event be less than Three Hundred Thousand Dollars ($300,000.00), or ten percent (10%) of total gross revenues, whichever is greater on a Contract year basis. Complete and return Schedule I in duplicate.

C. Respondent Disclosures

a. Litigation Disclosure
Provide a statement attesting that respondent is not involved in any litigation with the Airport, the City of Burlington, its elected or appointed officials, or employees. Disclose if respondent is or has been involved in litigation with another airport (including its associated municipality, its elected or appointed officials, or employees) where respondent has done business.

b. Affidavit of Good Standing
Provide an Affidavit of Good Standing, indicating that respondent has not been debarred from work, in default or arrearage under any previous or existing contract(s) with the Patrick Leahy Burlington International Airport, City of Burlington, any Federal Agency, or the State of Vermont.

c. Past Defaults
The name, location and date of any of the respondent's contracts the respondent was in default.

D. Required Attachments

a. Proposal Guarantee
See Section III.B.b. above.

b. Performance Bond or Irrevocable Letter of Credit
See Section III.B.c. above.

c. Certification of Compliance with the City of Burlington's Livable Wage Ordinance
See Attachment D.

d. Certification of Compliance with the City of Burlington's Outsourcing Ordinance
See Attachment E.

e. Certification of Compliance with the City of Burlington's Union Deterrence Ordinance
See Attachment F.

E. Optional Sections

a. Additional Information (if necessary)

Each respondent may furnish any additional data, exhibits, statements, and drawings, which the respondent believes will help ensure total understanding and evaluation of its proposal by City.

b. Appendix (if necessary)
The appendix material may or may not be considered as part of the selection process.

V. RESPONDENT SELECTION

1. Evaluation

Proposals received from qualified proponents will be evaluated fully to ascertain acceptability to the City. The following criteria are the primary evaluation factors that will be used in the evaluation process:

a. Experience and Performance
   1. Quality of performance in other airport vehicle rental concession operations
   2. Length and scope of experience
   3. Experience and qualifications of proposed management personnel

b. Financial Return to the City

c. Plan of Operation
   1. Proposed number and types of personnel
   2. Proposed number, type and age of vehicles to be used, including the number of Electric Vehicles ("EV") and Hybrid Vehicles in respondent's fleet. Preference will be given to proposals that include EV/Hybrid additions during the contract term, as well as the installation of EV charging stations.
   3. Proposed rental and return procedures
   4. Services available to customers
   5. Staffing of booths in garage

d. Financial Ability to Perform the Concession
e. Environmental Stewardship
   1. Respondent's corporate policy towards environmental stewardship
   2. Respondent's efforts towards reducing its carbon footprint

2. Additional Information

a. Firms requesting Minority or Women Owned Business Enterprise status shall request such status by so indicating in Schedule I. Firms should be registered as an Airport Concession Disadvantaged Business Enterprise ("ACDBE") with the State of Vermont, inclusive of their vendors. Firms should be familiar with the Airport's FAA-approved ACDBE plans and goals, and encourages respondents to utilize Vermont registered ACDBE firms (or register their vendors in the State of Vermont). Successful respondents will be required to provide quarterly reports indicating all vendors that are ACDBE certified.

b. Background investigations of respondents submitting proposals may be made to verify information furnished or to secure additional information that the City may deem necessary or desirable. In the process of evaluation, the City will acquire and utilize, to the extent deemed necessary, information obtained from the following sources:
   1. The proponent, including representations and other data contained in their written proposals.
   2. Other existing information within the City, including financial data and records concerning proponent performance.
   3. Publications, including credit ratings and trade and financial journals.
   4. Other sources, including parties to other contracts with whom the proponent has had a contractual relationship of a similar nature.
   5. Other sources, including banks, other financial companies, and Federal and State departments and agencies.

3. <u>Rejection of Proposals</u>
The City reserves the right to reject any or all proposals including the right to accept less than five (5) proposals; to re-advertise for proposals if necessary; to waive minor irregularities and formalities; to reject the proposal of any proponent in arrears or default upon any debt or contract to the City or who has failed to faithfully perform any previous contract with the City, including but not limited to such failures by corporations having a direct or indirect interest in the proponent; and to accept the proposals which offer, in the City's sole judgment, the best combination of financial return to the City and a first-class vehicle rental service operation at the Airport as set forth in this Request for Proposals.

VI. <u>ALLOCATION OF RENTAL CAR AREAS (PREMISES) TO SUCCESSFUL PROPONENTS</u>

A. <u>Allocation</u>

a. Successful Proponents, in descending order of the minimum annual guarantees offered in their proposals for the first Contract year, shall select among areas A through E in the counter area (shown on Exhibit A, attached hereto) subject to the provisions of Paragraph d of this Section VI.

b. There are approximately 262 striped ready/return vehicle parking spaces within the ready/return vehicle parking area in the Airport parking garage designated for rental car use. Successful proponents shall be allocated the exclusive use of a proportionate share of these spaces. Allocation of proportionate shares for the first Contract year shall be equal to the percentage that a successful proponent's minimum annual guarantee for the first Contract year of the concession agreement bears to the total annual minimum guarantees of all successful proponents for the first Contract year. For each succeeding year of the Contract, each Contractor’s proportionate share shall be adjusted so that a Contractor’s share of the ready/return vehicle parking area will be in direct proportion to the volume of that Contractor's Gross Revenues payable to the Airport (market share) during the preceding Contract year compared to the total Gross Revenues payable by all Contractors for the preceding Contract year. The Director of Aviation shall have the right from time to time to change the location of the ready/return vehicle area.

c. The location of each Contractor’s ready/return vehicle parking spaces within the ready/return vehicle parking area shall be determined at the sole discretion of the Director of Aviation prior to the execution of the Contract.

d. In the event of a tie in the amount of a minimum annual guarantee offered by successful proponents, the assignment of space shall be based on a drawing of lots by the Director of Aviation.

VII. CONTRACTING

A. Agreement Requirements

The selected respondent (“the contractor”) will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the attached Draft Concessionaire Contract (Exhibit B), including Burlington Standard Contract Conditions (Attachment C to Exhibit B). The selected respondent will ultimately perform the duties as agreed upon in a final negotiated Scope of Work and Agreement. If the Airport and the selected respondent are unable to agree on terms and conditions, the Airport reserves the right to negotiate with candidate respondents instead.

B. Registered to Do Business in Vermont.

At the time of contract execution, the selected respondent and all sub-contractors must be registered with the Vermont Secretary of State to do business in Vermont.

The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: https://www.sec.state.vt.us/.

C. Insurance Coverage
Prior to beginning any work, the selected respondent shall obtain Insurance Coverage in accordance with the Burlington Standard Contract Conditions (Attachment C to Exhibit B). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. INDEMNIFICATION

Any party responding to this RFP is acting in an independent capacity and not as an officer or employee of the City. Any responding respondent to this RFP will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the respondent’s acts and/or omissions in or related to the submission of the response.

Schedule I – Bid Quote Form

BID PROPOSAL FOR THE ESTABLISHMENT AND OPERATION OF NON-EXCLUSIVE ON-AIRPORT VEHICLE RENTAL CONCESSION AT PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

Pursuant to your Request for Proposals for the right and privilege of establishing and operating an On-Airport vehicle rental concession at Patrick Leahy Burlington International Airport, Vermont, the undersigned hereby submits a proposal for the operation of such concession based on and subject to the terms, provisions and conditions contained in Patrick Leahy Burlington International Airport Request for Proposals, dated September 14, 2026 which document has been read by the undersigned and to which the undersigned agrees.

A. Guaranteed Minimum Annual Concession Fee

Based upon the terms, provisions and conditions of said Request for Proposals ("RFP") document, the undersigned hereby agrees to pay to the City of Burlington -- Patrick Leahy Burlington International Airport, for the right and privilege of establishing and operating said on-Airport vehicle rental concession, either the following minimum annual guarantees or the stipulated ten percent (10%) of the total gross revenues (as defined in the Concession Agreement (Exhibit B), whichever is greater on a contract year basis:

Contract Year	Amount Expressed in Figures	Amount Expressed in Words
First		
Second		
Third		

B. Minority/Women Business Enterprise Certification

I do _____ do not _____ request certification as Minority/Female Business Enterprise.

C. Brand/Trade Names(s)

The undersigned intends to operate at the Airport using the following brand/trade names that are 100% owned or licensed to undersigned:

1. ______________________________________
2. ______________________________________

D. Performance Bond

Should the undersigned become the contractor (selected proponent) and be awarded a contract for the right to establish and operate an on-Airport vehicle rental concession as aforesaid, the undersigned will furnish the required Contract Performance Bond or irrevocable Letter of Credit as required by Section III.B.c of the RFP. Release of the proposal guarantee submitted by the Contractor (selected proponent) shall not be made until after execution of the Contract and receipt of the required Contract Performance Bond or irrevocable Letter of Credit.

Witness: ________________________ Company Name: __________________________________

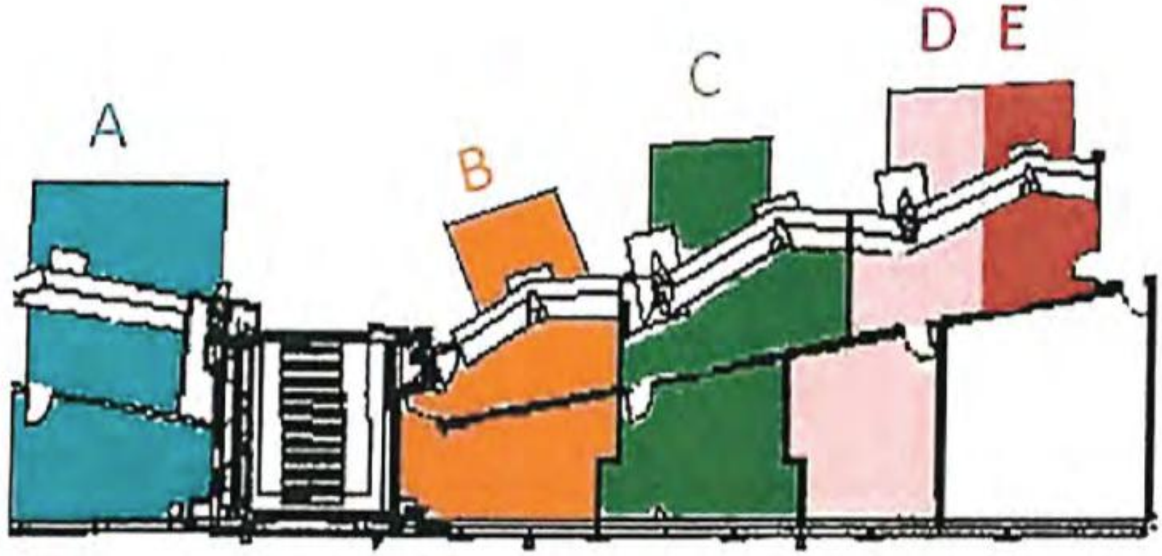
Witness: ________________________ BY: ____

Title: ____

Address: ____

Exhibit A:
Car Rental Concession Counter & Office Site Plan.

Car Rental Concession Counter & Office Site Plan



Square Footage:
A – 465 sq. ft.
B – 477 sq. ft.
C – 574 sq. ft.
D – 400 sq. ft.
E – 199 sq. ft.

Exhibit B:

Contract for Vehicle Rental Concession at Patrick Leahy Burlington International Airport

EXHIBIT B

CONTRACT FOR VEHICLE RENTAL CONCESSION, AT PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

ARTICLE I- DEFINITIONS………………………………………………………………………..
ARTICLE II – EFFECTIVE DATE, TERM, AND TERMINATION…………………………………..
ARTICLE III – PREMISES …………………………………………………………………………
ARTICLE IV – CHARGES & FEES…………………………………………………………………
ARTICLE V – OPERATIONS OF CONTRACTOR…………………………………………………….
ARTICLE VI – INDEMNIFICATION AND INSURANCE……………………………………………
ARTICLE VII – VENDING MACHINES……………………………………………………………
ARTICLE VIII – ACCEPTANCE OF PREMISES BY CONTRACTOR………………………………
ARTICLE IX – ENTRY ON PREMISES……………………………………………………………..
ARTICLE X – ACCOUNTING RECORDS OF CONTRACTOR………………………………………
ARTICLE XI - RELOCATION……………………………………………………………………
ARTICLE XII – EXCLUSIVITY NON-DISCRIMINATION…………………………………………
ARTICLE XIII – COMPLIANCE WITH LAWS……………………………………………………
ARTICLE XIV – BINRING EFFECT AND CONTINUITY …………………………………………
ARTICLE XV – SEVERABILITY ……………………………………………………………………
ARTICLE XVI – ENTIRE CONTRACT………………………………………………………………
ARTICLE XVII – NO THIRD PARTY BENEFICIARIES……………………………………………
ARTICLE XVIII – ASSIGNMENT OR TRANSFER…………………………………………………
ARTICLE XIX – WAIVER……………………………………………………………………….
ARTICLE XX – FORCE MAJEURE………………………………………………………………
ARTICLE XXI – CHOICE OF LAW……………………………………………………………….
ARTICLE XXII – JURISDICTION………………………………………………………….
ARTICLE XXIII – ARM'S LENGTH…………………………………………………………….
ARTICLE XXIV – NOTICES…………………………………………………………….
ARTICLE XXV – SECTION, ARTICLE, AND ATTACHMENT HEADINGS……………………
ARTICLE XXVI – CONTRACT CONSTRUAL ……………………………………………………
ARTICLE XXVII – HOLDING OVER……………………………………………………
ARTICLE XXVIII – PERFORMANCE BOND…………………………………………………
ARTICLE IXXX – LIVABLE WAGE…………………………………………………
ARTICLE XXX – CONTRACT DOCUMENTS…………………………………………………

CITY OF BURLINGTON
DRAFT CONTRACTOR CONTRACT

This Contract for Vehicle Rental Concession at Patrick Leahy Burlington International Airport ("Contract" or "Concession Contract") is entered into this 1st day of December 2026, and retroactive to July 1, 2026 (the "Effective Date"), by and between the City of Burlington, a Vermont municipal corporation, (hereinafter the "City"), acting by and through its department, Patrick Leahy Burlington International Airport (the "Airport"), and ________________, a vehicle rental company engaged in the business of operating a vehicle rental service, a [NAME OF STATE] corporation located at __________ and registered with the Vermont Secretary of State to conduct business in Vermont and having a registered agent address of [ADDRESS] ("Contractor").

WITNESSETH:

WHEREAS, the City owns and operates an airport known as the Airport located in South Burlington, Vermont, has solicited proposals from interested and qualified respondents for the privilege to establish, operate, and maintain a high-quality, financially sound On-Airport vehicle rental concession at the Airport;

WHEREAS, Contractor engaged in the business of operating a vehicle rental business and has submitted a proposal for the privilege of operating its business at the Airport; and

WHEREAS, the Contractor's proposal was one of the proposals that is acceptable to the City

NOW THEREFORE, for and in consideration of the Premises and of the mutual covenants and promises contained herein, the receipt and sufficiency of which is acknowledged by the Parties as adequate to support this Contract, the Parties hereby covenant and agree as follows:

ARTICLE I - DEFINITIONS

A. **"City"** means the Board of Airport Commissioners of City of Burlington and City of Burlington, and where this Agreement speaks of approval and consent of the City, such approval is understood to be manifested by act of the Director of Aviation, except as otherwise expressly stated in this Agreement.

B. **"Contract Documents"** means all the documents identified in Article XXX of this contract

C. **"Contractor"** shall mean one of selected proponents offering the highest Minimum Annual Guarantee for the Contract Period in response to this Request for Proposals dated September 14, 2026

D. **"Contract Period"** shall mean the period beginning July 1, 2026 and terminating June 30, 2031

E. **"Contract Year"** shall mean each 12-month period during the Contract Period, commencing July 1, 2026

F. "**Customer Contract"** shall mean any automobile rental contract or agreement entered into by the

Contractor with a customer at, or for the delivery or return of rental vehicles to and by such customer at the Airport.

G. "**Customer Facility Charge ("CFC")"** shall mean the fee imposed by the City for the purpose of recovering the costs associated with the improvements which have been or will be made by the City to the rental car service facilities, for business and facility planning; and the QTA (including Lease-Purchase financing amortization) and any future service facilities; to ready/return parking facilities at the Airport; for operating and maintenance costs of the aforementioned facilities, which fee shall be payable by each customer entering into a Customer Contract with the Contractor. CFCs are further discussed in Article IV Section H.

H. **"Counter Space"** is defined as the area shown on plan in Exhibit A.

I. **"Director of Aviation"** shall mean the Director of Aviation or designee.

J. **"Dual Branding"** shall mean the operation of two (2) separate rental car brands by one Contractor operating from the same counter space and Ready/Return Area under a single contract with the City at the Airport.

K. **"Effective Date"** has the meaning set forth in the first paragraph, above.

L. **"Gross Revenues"** means all revenues paid or due to the City arising out of or in connection with Contractor's operation at the Airport, including without limitation: all time and mileage revenues and all revenues from the sale of insurance products of any nature, all Concession Recovery Fees, and all other revenues paid or due to Contractor arising out of or in connection with its operation at the Airport. Gross Revenues shall not include: amounts of any federal, state, or municipal taxes; CFCs collected by Contractor; sums received by the Licensee for damage to Automobiles or the Contractor's property or premises, or from loss, conversion, or abandonment of Automobiles; amounts for credits, refunds or adjustments to customers for transactions at the Airport, at the time of, or prior to, the close-out of the rental transaction and shown on the Customer Contract; sums received by reason of Contractor's disposal of personal property (capital assets). The retroactive adjustment by Contractor of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any purpose, is prohibited.

M. **"Hazardous Substances"** shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and

Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

N. **"Minimum Annual Guarantee"** (MAG) shall be the greater of the amounts stated in ARTICLE IV or Ten Percent (10%) of Gross Revenues.

O. **"Office Space"** is defined as the area shown on plan in Attachment A.

P. **"Party"** means the City or Contractor and "Parties" means the City and Contractor

Q. **"Premises"** shall mean counter space and Office Space as shown on the plan or sketch attached hereto, and marked Attachment "A" and hereby specifically made a part hereof and incorporated herein, and the Ready/Return Area as defined in this Contract.

R. **"Quick Turnaround (QTA)" Facility** means the facility the City has constructed with the proceeds of Lease-Purchase financing and from CFC revenue, and includes, at a minimum, the following components:

i. A fueling system to be used jointly by Contractor ("QTA Fueling System"), including 3 vacuum drops and 3 fuel pumps, with 6 nozzles all under a canopy, a 15,000 gallon underground fuel tank, a system for monitoring fuel usage and releases, a tracking system, and a "swipe card" fuel dispending system;

ii. Three automated car wash bays to be used one by each Contractor ("QTA Car Wash") with a stainless-steel weather-proof vacuum in each bay, inclusive of vacuum stations;

iii. One attached storage room, electrical/mechanical room, and car wash equipment room to service the QTA facility;

iv. One attached communications ("IT") room where "demark service" is available;

v. Extended heated slab at each QTA Car Wash bay exit;

vi. Common paved lot for parking for use by Contractor at the QTA Facility ("Storage and Stacking Spaces") for a minimum of 196 vehicles;

vii. Exterior lighting (5 8-foot candles, and 30 50-foot candles under canopy by QTA Fueling System and on side walls of the QTA Car Wash bays);

S. **"Respondent"** shall mean the entity in whose name the RFP response is submitted.

T. **"Ready/Return Area"** shall mean approximately two hundred sixty-two (262) striped parking spaces in the Airport's parking garage to be utilized by all rental car contractors and also referred to as "rental/return spaces").

ARTICLE II – EFFECTIVE DATE, TERM, AND TERMINATION

A. **Effective date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
B. **Term**. This Contract and the Parties' respective performance shall commence on the Effective Date, and shall terminate on June 30, 2031 or upon the satisfaction of the City, unless sooner terminated as provided herein. Minimum Annual Guarantee and fees and charges shall be effective as of the date of commencement. Fees for any partial month shall not include a Minimum Annual Guarantee; rather the Contractor shall pay to the City ten percent (10%) of Gross Revenues for that period.

ARTICLE III PREMISES

A. City hereby leases and lets to Contractor and Contractor hereby hires and takes from City for the purpose and the rental hereinafter set forth, the counter space and Office Space as shown on the plan or sketch attached hereto, and marked Attachment "A" and hereby specifically made a part hereof and incorporated herein to have and to hold the said counter space and Office Space upon the terms and conditions hereinafter contained.

B. Premises will be allocated as specified in the Request for Proposals attached hereto and made a part of this Agreement.

C. Contractor will be allocated a proportionate share of the Ready/Return Area during the first Contract Year based upon the percentage of what Contractor's Minimum Annual Guarantee bears to the total annual minimum guarantees of all successful contractors. Contractors Ready/Return Area will be reallocated at the end of each Contract Year in direct proportion to the percentage of Contractor's Gross Revenues payable to the City for the previous Contract Year, to the total Gross Revenues payable to the City by all contractors having on-airport rental car concession agreements with the City.

   The Director of Aviation shall have the right from time to time to change the location of the Ready/Return Area. The location of each contractor's ready/return spaces within the Ready/Return Area shall be determined by the Director of Aviation. The spaces will be used by and for Contractor's rental vehicles only for the stated purpose and shall not be used for employee or customer parking. Contractor may not sublease or otherwise allow the use of its ready/return spaces. Contractor shall be responsible for payment of employee parking passes annually from the City for its employees to park in the designated employee parking area.

   City reserves the right to designate additional spaces as ready/return spaces. This designation does not confer upon Contractor or any other contractor at the Airport any right to continued, uninterrupted use of the additional ready/return spaces. City reserves the right to reclaim the additional ready/return spaces upon five (5) days' notice to Contractor should City determine that it is in the best interest of City to do so. The specific allocation of any additional ready return spaces shall be determined consistent with the annual allocation of ready/return spaces described above.

D. Contractor shall have the right, in common with others, to use the public roadways and driveways at the Airport for the movement of its vehicles. Vehicles moved by Contractor's employees on any City owned property shall be done within the proper motor vehicle laws and Airport Rules and Regulations, including speed limits and pedestrian right of ways as are applicable, and Contractor shall see that this Agreement is rigidly enforced. Loading and unloading of vehicles shall be performed at the northern most gate of the QTA Facility.

E. Contractor shall be responsible to keep its assigned portions of the ready/return area clean, neat, and orderly, at all times and for the orderly disposal of all trash and debris. If the Contractor fails to so maintain the Premises, City may, but shall not be obligated to, perform thee responsibilities and charge Contractor the reasonable costs thereof.

F. **QTA Facility.** The City hereby leases the QTA Facility to contractor and other contractors, subject to the conditions of this Contract and provided that Contractor remains in compliance with this Contract and the Contract is in full force and effect with the City. Contractor's right to operate at the QTA Facility shall terminate if its rental car concession rights under this Contract have been terminated or have expired without being extended by the City. If Contractor's rental car concession rights are assigned to a successor Contractor in accordance with the terms of this Contract, said successor Contractor will only be entitled to operate at the QTA Facility upon becoming a signatory to this Contract through an amendment thereto.

a. Taking possession of the QTA Facility by Contractor shall be conclusive evidence as against Contractor that the QTA Facility was in good and satisfactory condition when possession was taken except for latent defects and any defects agreed to by the Parties hereto in a walk-through inspection prior to the commencement of occupancy.

b. On or before the Effective Date, the Contractor and other contractors will select their assigned use facilities (fuel islands, car wash bays, and vehicle storage). The Contractor and other contractors shall choose the location of their assigned use facilities based on the ratio of their Gross Revenues, as defined in the Concession Contracts, as compared to the total Gross Revenues of all on-airport contractors for the most recently available twelve (12) month period ("Market Share"). The contractor with the highest Market Share will have first choice of location; the contractor with the second highest Market Share will have second choice, and so on. Every Contract Year thereafter the City, in its sole discretion, may reallocate or consolidate the assigned vehicle stacking and storage space among the contractors based on Market Share, usage of the QTA Facility, or any other reasonable method of determining allocation of space. Even though fuel islands and wash bays may be assigned, in the event a fuel pump or wash bay is inoperable, the contractor assigned to that pump or bay shall use other fuel islands and/or car wash bays until the inoperable fuel pump or wash bay is repaired.

c. c. The vehicle stacking spaces (lanes before the fueling station) and the additional storage spaces will be individually allocated to each contractor in accordance with Market Share. Stacking spaces will be allocated in full rows; no contractor will receive a partial row. If a contractor did not receive its Market Share of stacking space due to full row allocation, it will receive additional storage spaces first along the northeast and then along the northwest perimeter of the QTA Facility. Any remaining spaces along the northwest perimeter will be allocated to each contractor based on Market Share. Such vehicle stacking and storage spaces will also be subject to re-allocation based on Market Share and maintaining allocation of full rows of stacking spaces, upon any renewal of this Contract. Vehicle stacking and storage spaces are only to be used for parking vehicles owned by Contractor and within their fleet of rental vehicles. Employees of Contractor are never permitted to park their personal vehicles within the allocated vehicle stacking and storage spaces even if not all allocated spaces are occupied by rental vehicles within the Contractor's fleet.

d. Contractor and its successors and assigns shall utilize the QTA Facility on a nonexclusive basis, and share use of area roadways, access ramps, aisles, and other non-assigned portions of the QTA Facility with other contractors.
e. The City may make the QT A Facility available for its own occasional use on a noncompetitive, non-priority basis at its own cost.

ARTICLE IV CHARGES & FEES

For the privilege of establishing and operating its vehicle rental service at the Airport, Contractor shall pay City the following:

A. Ten percent (10%) of its Gross Revenues, for each Agreement year, or the Minimum Annual Guarantee ("MAG") whichever is greater, on an annual basis. Contractor's MAG for the first Contract Year is $300,000.

   The MAG for each Contract Year thereafter shall be ninety percent (90%) of the Gross Revenues due to the City from Contractor hereunder for the previous Contract year but never less than the MAG for the first Contract year.

B. Contractor shall have the right to conduct part of its business on a credit basis; provided, however, that the risk of such operation shall be born solely by Contractor, and Contractor shall report all income, both cash and credit, in its monthly Gross Revenue statement to City. All payments due under this Contract shall be made electronically to accounts specified by the Airport.

C. It is understood and agreed that, should Contractor establish a place of business for the purpose of operating a car rental business within Chittenden County, Vermont in addition to the Airport, it shall ensure that all Gross Revenues properly allocated to this Contract are reported. If it should be established that Contractor has violated this requirement, City may immediately terminate this Contract but shall still be entitled to receive from Contractor the Minimum Annual Guarantee for the balance of the Term of this Contract.

D. The MAG for each Contract year shall be divided by twelve and paid in advance on the first day of each calendar month during the term of this Contract at the office of the Director of Aviation. If said amount is not received by the Director of Aviation's Office by the first day of the month to which it applies, it shall be deemed past due. The Contractor shall furnish to City electronically, on or before the twentieth (20th) day following each complete calendar month during the Contract Period, a statement, ce1tified by Contractor and prepared in a manner satisfactory to City, of the Gross Revenues derived from its operation during the previous calendar month. With that statement, Contractor shall pay any additional amounts due over and above the MAG, computed on the basis of ten percent (10%) of Gross Revenues for the previous calendar month and any amounts not so received shall be deemed past due. If the 10 % percentage fee attributable to the Contract Year or pa1tial Contract Year exceeds the amount of all payments theretofore made by Contractor to the City in respect of the 10% percentage fee for such Contract Year or partial Contract Year, then Contractor shall pay the balance of the percentage fee owed to the City. If Contractor has overpaid the percentage fee, then the City shall reimburse Contractor the amount of such overpayment. Any of the foregoing amounts which shall not have been paid when due shall bear interest at the rate of one and a half percent (1-1/2%) per month, which interest shall be paid by Contractor in addition to said amounts.

E. For the exclusive use of the Premises identified in Attachment "A," Contractor shall pay to City a rental fee, adjusted annually, based upon the total square footage of the Premises multiplied by the square footage rate payable by signatory airlines for similar space within the terminal building. Such rate is presently $68.41 per square foot. Such payment shall be prorated on a monthly basis and paid monthly in advance on the first day of each calendar month of the term of this Contract at the office of the Director of Aviation, with or without billing. City, subject to its ability to so provide, will furnish heat and air conditioning for the demised Premises at no additional cost for Contractor. Please note that if Contractor wishes to operate a queue area in front of the counter space, that area will be charged at the same rental fee identified above. Prior to installing a queue area, Contractor must receive approval from the Director of Aviation.

F. In addition to the foregoing payments, Contractor shall collect a Customer Facility Charge on behalf of City from each rental car customer; four Dollars ($4.00) for each day of each rental, subject to further adjustment by the City if, after consultation with Contractor, it determines that a higher CFC is necessary to preclude Contractor from having to backstop any deficiencies as identified in Article IV. G and Article IV. I, below. Each twenty-four hour period or fraction thereof within the rental period shall constitute a separate day for which the CFC must be levied and collected. The charge shall be identified on a separate line on the Customer Contract, after taxes, and described as the Patrick Leahy Burlington International Airport (BTV) Facility Charge." Contractor shall hold the CFC revenue collected by Contractor in trust for City's benefit until remitted hereunder. All CFC revenue collected and held by Contractor shall be considered City's property and Contractor shall hold only a possessory interest, not an equitable interest, in such CFCs. The CFC shall be collected from all customers, regardless of whether the rental is complimentary or discounted. Contractor shall keep and maintain a complete and accurate set of records of all CFCs collected by Contractor for a period of three (3) years after the termination of this Contract in a form deemed acceptable to City, and Contractor shall make such records available for inspection by City or its authorized representative at the Airport at any and all reasonable hours and times. On or before the twentieth (20) day following each complete calendar month during the Contract Period, Contractor shall remit to City the CFCs collected during the previous calendar month.

G. CFCs may be used by the City to cover the following: 30.4% of the amortization of the debt incurred by the City for expansion of the parking garage; and 10. 75% of the annual usual and customary, prudently incurred operating expenses of the City's parking garage, including deposits into the renewal and replacement fund for the parking garage, which for Fiscal Year 2022 is eighty-one thousand two hundred dollars ($81,200). In the event CFCs are insufficient to cover these annual expenses, Contractor shall be responsible for its pro rata share of any such deficiency. It is the common objective of the Parties to set the CFC at a level sufficient to preclude the necessity of Contractor having to backstop any deficiencies as identified in this A1ticle IV. G. The City will provide Contractor advance notice and an opportunity to comment on the annual operating budget for the parking garage.

H. **QTA Facility Ground Rent**. Beginning on the Effective Date, the City shall charge directly to the Contractor a Ground Rent on the entire QTA Facility site, at a rate per square foot equal to the rate paid by other Airport tenants (currently $0.53 per square foot per month) prorated based on the Contractor's space allocation of the stacking and storage space Contractor occupies compared to the total stacking and storage space of all contractors and to be charged in equal monthly installments. The QTA Facility Ground Rent shall be adjusted annually by the equivalent to the percentage change from the previous year's CPI-U or a 3% increase, whichever is greater. In no event shall QTA Facility Ground Rent be lower than the prior year as of the first day of July or Effective Date. A 1.5% per month penalty shall accrue on rent owed after 30 days.

I. **Charges for QTA Facility.** Expenses of the QTA Facility shall be paid for by utilizing CFC funds collected in the previous Contract Year. Such expenses shall include:

i. All lease payments necessary to repay the QTA with Key The amortization period for the lease financing repayment ("Term") last payment is in FY 2028.

ii. All operating expenses of the QT A Facility in an amount sufficient to fully reimburse the City for all reasonable and prudent costs of operating, maintaining, repairing and replacing the components of the QTA Facility on a month-to-month basis during its operating life, including the City's administrative costs of operating the QTA Facility. Such costs shall include, without limitation:

a. Payment for a QTA Facility Manager, and/or designee(s), including maintenance personnel. Said payment shall be limited based on the scope of work attached to this Contract as Attachment H and includes all costs included in, and necessary to further, the scope of work;

b. The funding of a renewal and replacement fund for the QTA Facility in a reasonably prudent amount, to include reserves for demolition and environmental corrective action;

c. Payment of real estate taxes assessed against the QTA Facility by the City of South Burlington, Vermont.

iii. Contractor shall be responsible for its share of expendables (gasoline, oil, cleaning products, etc.) on the basis of use.

J. **CFC Expenses Generally.** Any CFC eligible operating expenses of the QTA Facility which exceed available CFC funding will be reimbursed to the City by the Contractor in an amount equal to its space allocation of the QT A Facility so that the City is not financially responsible for any financial payments for the QTA Facility which exceed available CFC funding. It is the common objective of the Parties to set the CFC at a level sufficient to preclude tile necessity of Contractor having to backstop any deficiencies as identified in Article IV. I

K. **Holdover Payments.** At the expiration of this Contract, and assuming Contractor remains eligible, Contractor shall continue to lease the QTA Facility on a month-to month basis upon the same terms and conditions of this Contract until a new Contract is executed with the City.

ARTICLE V OPERATIONS OF CONTRACTOR

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

Contractor covenants and agrees:

A. To establish, operate and maintain a high-quality, financially sound vehicle rental business responsive and courteous to the traveling public including the furnishing of good, prompt and efficient service at the Airport on a reasonable and fair basis. The Contractor understands and agrees that it shall not engage in any other business at the Airport under this Contract.

B. Dual Branding. The Contractor shall be prohibited from operating at the Airport under any brand name or trade name other than the brand name(s) or trade name(s) that it originally designated in its response to the Request for Proposals (RFP). In no event, however, may Contractor operate its concession under more than a total of two (2) trade or brand names 100% owned by or licensed to Contractor. The Contractor shall operate and maintain all signage only under the brand or trade names(s) originally designated in its response to the RFP.

C. To furnish good, prompt and efficient service with a number of employees adequate to meet reasonable demands for this concession and to operate so as not to congest driveways or parking areas on the Airport.

D. To provide only late model vehicles of the current model year or the next previous model year which are safe and in good repair, free of mechanical defects, and clean and properly serviced when delivered to the customer. To the extent they are commercially available, including associated charging facilities, Contractor will maintain a number of Electric/Hybrid Vehicles in its fleet equivalent to at least ten (10%) of the number of spaces in the parking garage assigned to Contractor.

E. To provide nationwide "Rent It Here - Leave It There" accommodations.

F. To ensure that in the operation of its vehicles at the Airport, including but not limited to the Parking Garage, that its employees do not drive any vehicle at a speed greater than any posted speed limit or greater than is reasonable and prudent under the conditions, having regard for the potential hazards of operating within the confines of a Parking Garage. Contractor agrees to pay for all traffic violation notices issued to its vehicles on the Airport and further agrees to dispense with the services of any employee who repeatedly violates this Section.

G. To maintain an appropriate On-Airport customer service counter in the Terminal Building, including operating facilities and accessories as required, and conduct its rental services in the space assigned; provided, that any and all plans for changes to such facilities shall be required to conform to the architectural theme of the Terminal Building and shall be subject to the advance written approval of City. All new construction and alterations of the facilities shall be at the expense of Contractor and must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines. All improvements or alterations erected or made to the facilities shall on expiration or sooner termination of this Agreement belong to City without compensation to Contractor, except those improvements that can be reasonably removed by Contractor.

H. To provide a dependable vehicle rental service from one hour before the first scheduled flight each morning until one h our after the actual arrival of the last flight of the day, unless otherwise specifically authorized by the Director of Aviation.

I. To keep the assigned Premises clean, neat, and orderly at all times and provide for the orderly disposal of all trash and debris. Contractor shall promptly remove from the Premises any wrecked an inoperable vehicles. If Contractor fails to so maintain the Premises, City ma, but shall not be obligated to, perform these responsibilities and charge the Contractor the reasonable costs thereof.

J. To pay promptly all taxes and assessments which become due and payable upon fixtures, equipment or other property caused or suffered by Contractor to be placed upon the Premises or used by Contractor.

K. To observe and comply with any and all present and future requests of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Contractor for its use of the demised Premises.

L. To observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and Contracts regarding generation, storage, disposal, removal, transportation or treatment of Hazardous Substances. Contractor further unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless City from and against all loss, cost and expense (including, without limitation, reasonable attorney's fees) of whatever nature suffered or incurred by City on account of the existence on the Premises and/or Ready/Return area, or the release or discharge from the Premises and/or Ready/Return Area, of “Hazardous Substances,” caused by Contractor or any of its agents, contractors, customers, employees, or invitees including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against City based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Contractor further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by City in enforcing or seeking enforcement of the liability of Contractor under this indemnification.

M. To keep the Premises free from any and all liens of any kind or nature or any work done, labor performed or materials furnished thereon at the instruction or request, or on behalf of Contractor, and Contractor shall indemnify and save harmless City from and against all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed on material furnished.

N. To take all reasonable measures in every proper and ethical manner to maintain, develop and increase the business conducted by it hereunder and Contractor shall not divert or cause to be diverted any car rental business from the Airport.

O. To procure from all governmental authorities having jurisdiction over the car rental industry, all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations within and without the Airport and to pay all obligations to governmental agencies and private persons promptly without annoyance to City.

P. To not knowingly cause any annoyance or nuisance on the Premises or knowingly permit anything which may result in or create a nuisance on the Premises nor install, maintain or operate any vending machine or devices to dispense any products whatsoever without written permission of City.

Q. To be responsible for maintaining the areas set aside as parking spaces for the use of Contractor, including snow, ice and trash removal. In addition, Contractor covenants and agrees to cooperate with other automobile rental companies at the Airport so that the entry/exit and pass-through areas designated for rental car use within the parking garage shall at all times be kept and maintained in a clean and safe manner, including snow, ice and trash removal, and Contractor shall share in an equitable manner with the other automobile rental companies at the Airport the expenses of maintaining said areas. City shall attempt to assist with maintenance and snow and ice control in said areas to the extent that time and personnel permit and may assess the Contractor for the costs associated with such actions; however, *nothing herein* contained shall be construed as creating an obligation on the part of City to do so.

R. That personnel performing services hereunder shall be neat, clean, courteous and appropriately attired, and Contractor agrees that it shall not permit its agents, servants or employees so engaged to conduct business in a loud, noisy, boisterous, offensive or a objectionable manner or to solicit business outside the Premises in any manner whatsoever except through the use of signs approved by the Director of Aviation.

S. To so provide Ready/Return Area directional signs within the parking garage at the sole expense of Contractor. The signs shall be consistent in color and design with Contractor's business and must be approved by City prior to installation.

T. To not permit the picking up of passengers or delivery of vehicles curbside on or adjacent to the Airport property.

U. To post all counter signage in English and French.

V. To be responsible for payment of utilities within its assigned space at the QTA Facility, at the sole expense of Contractor, monthly in arrears. These expenses include, but are not limited to, electricity, natural gas, water, sewer, internet and trash collection. Such costs will be allocated based upon Contractor's Market Share; that is, the ratio of Contractor's Gross Revenues as compared to the total Gross Revenues of all on-airport contractors for the most recently available twelve (12) month period.

W. To be responsible for payments related to insurance on the QTA Facility, including insurance premiums.

X. To be responsible for the ordering and direct payment to vendors for the most ecofriendly soap materials.

Y. To be responsible for the payment of all state and local ad valorem real estate taxes attributable to the QTA Facility at the sole expense of Contractor. Contractor's share of such real estate taxes will be allocated based upon Contractor's Market Share; that is, the ratio of Contractor's Gross Revenues as compared to the total Gross Revenues of all on-airport contractors for the most recently available twelve (12) month period.

Z. To be responsible for payment of employee parking passes annually from the City for its employees to park in the designated employee parking area, and abide by all the City parking and driving rules and regulations. This includes abiding by all posted speed limit signs and pedestrian right of ways on Airport property. Under no circumstances shall Contractor allow any employee to use the QTA Facility for employee parking.

AA. To be responsible to keep its assigned portions of the QTA Facility clean, neat, and orderly at all times and for the orderly disposal of all trash and debris. This may include providing additional trash receptacles at Contractor's expense.

BB. To be responsible for payment for all fuel pumped by Contractor, its employees, and agents. The QTA Facility fuel system shall be equipped with a "swipe card" system to track use of the fuel used by all Contractors. The City, or its designee, shall provide fuel for the fueling system. The City may consult with Contractors regarding the fuel supplier, acknowledging that the Contractors have national agreements and may have better rates than the City. The cost per U.S. Gallon to Contractors shall be based on the cost to the City (including all applicable taxes, surcharges, fees and discounts and volume rebates obtained by the City). The City shall provide each Contractor an invoice for all amounts owed by Contractor to the City related to Contractor's use of the fuel in the prior month. Contractor shall pay such invoice to the City within thirty (30) days of receipt. Failure to timely pay such invoices may result in the City adding an interest obligation at the maximum legal rate and/or denying access to the fueling system but only after a ten (10) day notice and cure period is given of such failure to pay. Contractor shall be responsible for the swipe cards provided to Contractor for use by Contractor's employees and any fuel pumped with such cards. Contractor shall immediately notify the City of any lost swipe cards. Contractor shall order replacement swipe cards at its cost.

CC. To be solely and exclusively responsible, in consultation with and upon written approval from the City, for the costs to maintain and make necessary repairs to the interior of its assigned space at the QTA Facility, and their personal property and equipment therein and appurtenances thereto. All maintenance and repairs shall be of first-class quality in both materials and workmanship. All repairs will be made in conformity with all rules, regulations,
and ordinances prescribed by federal, state, county, or municipal authorities having jurisdiction over the location of the work. All interior parts of the assigned use spaces shall be painted at the Contractor's sole expense periodically as determined by the City's Director of Aviation, but no more frequently than once per year.

DD. Contractor's access and use of the QTA Facility is subject to Contractor's full compliance with all environmental laws and any rules, standards, procedures, protocols, or safety instructions established by the City. Contractor further agrees to immediately notify the City upon causing or becoming aware of any actual or suspected releases or spills of hazardous substances, or hazardous conditions relating to the QTA Facility, including the fueling system, and shall take emergency follow up actions to the extent required under the rules, standards, procedures, protocols, or safety instructions of City or any other governmental entity with appropriate jurisdiction.

EE. Contractor shall indemnify the City and other Contractors from any environmental claim arising from any negligent act or omission of the Contractor or any of its suppliers, agents, guests, invitees, licensees, employees, clients, contractors or customers in connection with the use of the QTA Facility.

FF. Contractor shall conduct an inspection of its assigned space at the QTA Facility on a quarterly basis, and permit the City to conduct its own quarterly inspection of the Contractor's assigned space. Based on the respective inspection reports, the Parties will jointly develop a priority list of repairs.

GG. Contractor shall ensure that all of its employees comport with this Agreement, Concession Contracts, and any applicable laws, ordinances, rules. or regulations governing the Airport.

ARTICLE VI INDEMINIFICATION AND INSURANCE

The Indemnification and Insurance provisions set forth in the Burlington Standard Contract Conditions attached hereto as Attachment C are incorporated herein by reference.

ARTICLE VII VENDING MACHINES

No coin-operated vending machines, public telephones, or similar equipment shall be installed or placed in use at the Premises by Contractor without first obtaining the specific written approval of City

ARTICLE VIII-ACCEPTANCE OF PREMISES BY CONTRACTOR

The taking possession of the Premises by Contractor shall be conclusive evidence as against Contractor that said Premises were in good and satisfactory condition when possession was taken.

ARTICLE IX-ENTRY OF PREMISES

City and its authorized officers, employees, agents, Contractors, sub-Contractors and other representatives shall have the right to enter upon the demised Premises to inspect the Premises to determine whether Contractor has complied with and is complying with the terms and conditions of this Contract and/or to perform necessary maintenance or repair.

ARTICLE X-ACCOUNTING RECORDS OF CONTRACTOR

A. Contractor shall maintain appropriate accounting records, in accordance with generally accepted accounting practices, of all its transactions directly or in any way connected with its operations under this Contract and of all Gross Revenue as defined under this Contract. These records shall be kept current during the term of this Contract at a location that is easily accessible to retrieve records within a reasonable amount of time and shall be retained for a period of three (3) years from the date of termination of this Contract.

B. Contractor shall promptly provide City with all reports and information required by this Contract, and Contractor must permit inspection of all accounting records connected with its operations under this Contract and of its Gross Revenue by authorized representatives of City at all reasonable times upon seven (7) days advance written notice.

ARTICLE XI-RELOCATION

In the event that proper development of the Airport shall, in City's judgment, require that any part of the demised Premises be devoted to a different use, City reserves the right to relocate the demised Premises, upon thirty (30) days' advance written notice to Contractor. The expense of moving fixtures of Contractor from one location to another shall be borne by City, except that if the cost of the moving shall exceed the lower of the book value or fair market value of the fixtures, City shall only bear the expense of the lower of the two amounts and the remainder of the expense shall be borne by Contractor. In connection herewith, Contractor shall keep accurate records of the value of such fixtures. All of the terms of this Contract, except Article III, Section A hereunder, shall apply to said relocated Premises.

ARTICLE XII-EXCLUSIVITY- NON-DISCRIMINATION

A. Contractor agrees that in the exercise of any of the rights and privileges herein granted for the furnishing of any services to the public that it will:
   a. Furnish any such service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
   b. Charge fair, reasonable, and not unjustly discriminatory prices for any such unit or service; provided that Contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

B. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

C. Contractor, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, do hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Premises; (2) that in the construction of any improvements on, over or under said Premises and the furnishing of services hereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21 Non-Discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

D.

E. That in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Contract and to re-enter and repossess said Premises and facilities thereon, and hold the same as if said Contract had never been made or issued.

F. Contractor assures that it will undertake an affirmative action program as required by 14 C. F R, Part 1 52 Subpart E, to ensure that no persons shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 1 4 C.F.R., Part 152, Subpart E. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. Contractor assures that it will require that its covered suborganizations provide assurances to City that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

ARTICLE XIII-COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Contract, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

ARTICLE XIV-BINDING EFFECT AND CONTINUITY

This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

ARTICLE XV-SEVERABILITY

The invalidity or unenforceability of any provision of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

ARTICLE XVI-ENTIRE CONTRACT

This Contract, including the Contract Documents, constitutes the entire Contract and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever.

ARTICLE XVII-NO THIRD-PARTY BENEFICIARIES

This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

ARTICLE XVIII-ASSIGNMENT & TRANSFER

A. General: Contractor shall not, in any manner, directly or indirectly, assign, transfer, or encumber this Contract, or any interest therein, nor permit the use by any other person, firm or corporation of the Premises, ready/return spaces, or other locations at the Airport, in whole or in part, without the prior written consent of City. Any subletting, assignment, transfer or mortgage of any interest in this Contract contrary to the foregoing, whether voluntarily or involuntarily, shall be void and shall confer no right of occupancy or operation upon such sublessee, assignee, mortgagee or transferee and the same shall result in an immediate forfeiture of the rights of Contractor hereunder.

   In the event that any subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any work perfo1med. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

   In the event that the Contractor is authorized to assign, or sublet to, or enter into a Contract with, a third party to perform or provide any such service, the term "Gross Revenues" as used herein shall include the total monthly revenues derived from the operation, performing or providing of any such service, and not the amount received by the Contractor from such third party.

   In the event that, at any time prior to the expiration of said Contract, the Contractor shall no longer have the right to operate a rental car concession at the Airport, the Contractor's rights under this Contract may either be assigned to a new Contractor or terminated. An assignment shall not relieve the Contractor of the obligations in this Contract. The option of assignment or termination when Contractor no longer has a right to operate at the Airport

B. Mergers: The Contractor shall not allow its interest under this Contract to be transferred to, passed to, or devolved upon any other person, firm or corporation, by operation of law, stock transfer, or otherwise without the prior written consent of the City, it being understood that a transfer or series of transfers of an amount or amounts totaling fifty percent (50%) or more of the Contractor's outstanding voting stock to one party or a group of parties acting in concert shall be deemed to be a transfer of the Contractor's interest hereunder. The Contractor shall not become a merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution without prior written consent of the City.

   The foregoing provisions shall not apply to Contractors or to a corporation that owns all or substantially all of the shares of Contractor if the shares of Contractor or such owner corporation are traded on any major stock exchange.

   A Contractor's or owner corporations whose shares are traded on the New York Stock Exchange, the following provision shall apply:

Contractor shall not assign, transfer, sublease, pledge, surrender, or otherwise encumber or dispose of the Premises, the Ready/Return Area or the QTA Facility, or any interest therein, or permit any other person to occupy the same, without the prior written consent of the City. However, the obligations of Contractor hereunder may be fulfilled or discharged by a licensed member of Contractor, duly appointed by Contractor and approved by the City, on the express condition that any such licensee shall subscribe to this Contract and expressly assume each and every obligation of Contractor hereunder and upon such assumption shall have all the privileges and rights granted to Contractor. The restrictions of this paragraph shall also not apply to any assignment of Contractor to a corporation into or with which Contractor may merge or consolidate upon such successor corporation's express assumption of Contractor's obligations hereunder. Any assignment, sublease, or transfer of any type of Contractor's obligations permitted hereunder or to which Contractor may consent shall not operate to release or discharge Contractor from its obligations under this Contract.

C. Bankruptcy: Furthermore, Article IXX A shall not apply to any valid assumption or assignment of this Contract, the Premises or any part thereof by a trustee, or the Contractor, as a debtor in possession under Section 365of the Bankruptcy Code of 1978, as amended unless, however, the adequate assurance of future performance as provided in Section 365 of the Bankruptcy Code of 1978, as amended is given. For the purposes of the assumption or assignment of this Contract this shall include, but shall not be limited to:
   1. Adequate assurance of the reliability of the proposed source for the charges and fees clue under this Contract upon the assumption or assignment of this Contract;
   2. Adequate assurance that all other consideration due under this Contract shall be forthcoming after the assumption or assignment of this Contract; and
   3. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the City.

D. Consent to Assignment, Transfer, or Conveyance: Contractor may assign, transfer, or convey its interest under this Contract only upon receiving the prior written consent of the City, which consent shall not be unreasonably withheld. Under no circumstances will Contractor be allowed to mortgage, encumber, or subrogate the real property contained in the Premises.

   Consent by the City to any type of transfer provided for by this Article shall not in any way be construed to relieve Contractor from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

ARTICLE IXX-WAIVER
A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

ARTICLE XX-FORCE MAJEURE
Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts or events beyond its reasonable control that render performance illegal or impossible ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event.

ARTICLE XXI-CHOICE OF LAW
Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws,

rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

ARTICLE XXII-JURISDICTION

All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont. Contractor expressly waives any defense based upon *forum non conveniens*.

ARTICLE XXIII-ARM'S LENGTH

This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

ARTICLE XXIV-NOTICES

Any notice or other communication from either party to the other pursuant to this Contract shall be deemed sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For City:

Director of Aviation
Patrick Leahy Burlington International Airport
1200 Airport Drive, Box 1
South Burlington, VT 05403

For Contractor:

____

____

____

____

or to such other address as the party to be given such notice shall from time to time designate to the other by notice given in accordance herewith.

ARTICLE XXV-SECTION, ARTICLE, & ATTACHMENT HEADINGS

The section headings of this Contract, including its Articles, Exhibits, and Attachments, are for convenience of reference only and do not modify or restrict the terms of the Contract.

ARTICLE XXVI-CONTRACT CONSTRUAL

The language in all pa11s of this Contract shall in all cases be construed simply according to its fair meaning and not strictly construed against City, it being stipulated and agreed that Contractor participated in the drafting hereof. This Contract shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

ARTICLE XXVII-HOLDING OVER

Contractor shall yield and deliver peaceably to City possession of the demised Premises on the date of expiration or sooner termination of this Contract. In the event Contractor shall hold over and remain in possession of the Premises herein leased after expiration of this Contract without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Contract but shall only create a tenancy from month to month which may be terminated at any time by City upon thirty (30) days advance written notice.
During any month-to-month holdover period, all terms and conditions of this Contract shall continue to apply.

ARTICLE XXVIII-PERFORMANCE BOND

Contractor shall, within thirty (30) days of receipt of this Contract, furnish City with a Performance Bond in a penal amount equal to fifty percent (50%) of Contractor's Minimum Annual Guarantee, conditioned upon the performance by Contractor of all undertakings, covenants, terms, conditions and aspects of this Contract. In lieu of a Performance Bond, Contractor may deliver to City an Irrevocable Letter of Credit in the amount and issued upon the same conditions as specified for the Performance Bond. Any such Letter of Credit shall be written by a banking institution authorized to do business in the State of Vermont. The surety upon the Performance Bond shall be a corporate surety, duly authorized to do business in the State of Vermont. The agent or attorney executing the bond for the bonding company will attach to the bond his power of attorney or other appropriate proof of authority to execute the bond.

ARTICLE IXXX-LIVABLE WAGE

The City has in place a livable wage ordinance. The livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contractor contracts with the same person or entity exceeds $15,000 for any twelve-month period. Airport property leases are considered contracts covered under the ordinance. Contractor shall comply with the livable wage ordinance to the extent that it is a covered employer thereunder and the ordinance is otherwise applicable.

ARTICLE XXX-CONTRACT DOCUMENTS

The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work and the operation of the concession to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals issued September 14, 2026
Attachment B: Contractor's Response to Request for Proposals dated October 16, 2026
Attachment C: Burlington Standard Contract Conditions
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Contractor's Certificate of Insurance
Attachment H: QTA Facility Manager Scope of Work

- Signatures follow on the next page -

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized the day and year first above written.

ATTEST: CITY OF BURLINGTON

______________________________ BY: ________________________________
Witness Director of Aviation, BTV

____
Witness

ATTEST: CONTRACTOR

______________________________ BY: ________________________________
Witness Duly Authorized Agent

____
Witness

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, Vermont, this___day of_______________________________, 20__, personally appeared________________________________and acknowledged that he/she is duly authorized to execute this instrument on behalf of the CITY OF BURLINGTON, and that execution hereof is his/her free act and deed and the free act and deed of the CITY OF BURLINGTON.

Before Me, ____________________________________
Notary Public
Commission Number: _________________
Commission Expires: __________________

STATE OF _________________
___________________COUNTY

At_______________________this ____day of _____________________________20___, personally appeared _________________________________ and acknowledged that he/she is duly authorized to execute this instrument on behalf of ____________________ that execution hereof is his/her free act and deed and the free act and deed of ____________________________________.

Before Me, ____________________________________
Notary Public
Commission Number: _________________
Commission Expires: __________________

ATTACHMENT A

Request for Proposals Issued September 14, 2026

ATTACHMENT B

Contractor's Response to Request for Proposals

ATTACHMENT C
BURLINGTON STANDARD CONTRACT CONDITIONS

1. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, they shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials or equipment. The Parties agree that neither the Contractor nor its Principal(s) or employees is entitled to any employee benefits from the City. Contractor understands and agrees that it and its Principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for d1e payment of all truces on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

2. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the perfom1ance of this Contract. If the City, its officers, agents, or employees are notified of any claims asse1ied against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies, Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the
Contractor or any third party.

3. INSURANCE: Prior to beginning any work, the Contractor 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. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

The Contractor is responsible to verify and confirm in writing to the City that: 9I) all subcontractors must comply with the same insurance requirements as the Contractor; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract 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 the Contractor for the Contractor’s operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. GENERAL LIABILITY AND PROPERTY DAMAGE: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability 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. Medical Expenses

Coverage limits shall not be less than:

1. General Aggregate	$5,000,000
2. Products-Completed/Operations	$2,000,000
3. Personal & Advertising Injury	$5,000,000
4. Each Occurrence	$5,000,000
5. Damage to Rented Premises (per occurrence)	$5,000,000
6. Med. Expenses (Any one person)	$ 5,000

The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Contract, and the insurance carrier shall not avoid liability under such policies by claiming City's governmental immunity

If City determines that it is desirable for Contractor to maintain insurance with coverage limits higher than the foregoing limits, within thirty (30) days after City's request therefor, Contractor shall provide City with an insurance policy or policies whose limits are not less than those requested by City. Contractor shall furnish City with a certificate of such insurance within ten (10) days after execution of this Contract, which shall provide that City is an insured, although not a named insured, under said policy, and that said policy cannot be cancelled or materially modified except upon thirty (30) days' advance\written notice to City. City shall have the right to examine such insurance policy or policies upon notice to Contractor.

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

1. Bodily Injury by Accident and by Person:	$5,000,000 each accident
2. Bodily Injury by Disease:	$5,000,000 policy limit
	$5,000,000 each employee

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

D. UMBRELLA LIABILITY:

1. $1,000,000 Each Event Limit

2. $1,000,000 General Aggregate Limit

4. GENERAL COMPLIANCE WITH LAWS: 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).

Provisions of the Contract 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 Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, 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 Contract.

5. CIVIL RIGHTS AND EQUAL EMPLOYEMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Contractor, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, executive order, or rule that applies to it or the services to be provided under this Contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

6. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of

signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and fa in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. The Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

7. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of pe1jury, the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

8. REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

9. PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel with responsible au tho1ity to supervise the work. The City shall have the right to approve or disapprove key personnel designated to administer activities related to the Contract.

Except with the approval of the City, during the life of the Conn-act, the Contractor shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any City employees so involved within one (1) year of termination of employment with the City.

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a Contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the tight to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the perfom1ance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor, from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City in the due and proper perfo11nance of its duties, or who neglects ox refuses to comply with the requirements of the Contract.

10. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

11. PUBLIC RECORDS: The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City, The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 3l7(c)(9) of the Vermont Public Records Act and shall also identify all other records it cor1Siders to be exempt under the Act. It is not sufficient to merely state generally that the record 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 a.1.1d rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

12. RECORDS RETENTION: The Contractor agrees to retain, in its files, and to produce to the City within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City. at any time during this Contract and for a period of ai least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of reviewing and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City if requested in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or any representatives performing work related to the Contract, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

13. APPEARANCES:
If and when required by the City, the Contractor, or au appropria1e representative, shall prepare and Appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

14. APPENDICES: The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is tl1e responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

15. CITY'S OPTJON TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

1. Breach of Contract. The City may terminate this Contract due to a breach by Contractor. Termination for breach of Contract will be without further compensation to the Contractor.

2. Termination for Cause. The failure of Contractor to perform, keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under the Contract> after the expiration of a thirty (30) day period of warning given by City to Contractor to correct any deficiency or default.
   a. The failure of Contractor to pay the rental fees, concession fees, or other fees payable hereunder within ten (10) days following receipt of written notice of non-payment from City to Contractor.

   b. A determination that Contractor has reported and paid to City less than a sum equal to ten percent (10%)of the Gross Revenues, as defined in Article I of the Contract, realized by it from its operations at the Airport as defined in Article IV, Section C. Such failure shall be regarded as a fraud upon City and City shall have the right, if exercised within a period of sixty (60) days from the date such fraud is discovered, to immediately terminate this Contact upon written notice to Contractor.

c. Within thirty (30) days of the termination of this Contract for any reason, Contractor shall remove such items as may have been .installed in or upon the Premises by Contractor pursuant to this Contract and shall leave the Premises in the same condition as they were prior to Contractor's entry thereon, ordinary wear and tear excepted. Any such items not removed from the Premises within said thirty days shall become the property of City without compensation to Contractor, to be disposed of in any manner City deems fit.

3. Contract Disputes. Tn the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is tem1inated in accordance with these terms.

4. Bankruptcy. Filing by or the adjudication against Contractor of any petition in bankruptcy, or the making of any transfer or general assignment for the benefit of creditors which has not been previously authorized by City.

5. Abandonment & Discontinuance. The abandonment of the concession or discontinuance thereof. Should this occur, City will not be responsible for the custodial protection of merchandise, fixtures, supplies or equipment abandoned even though it is necessary for City to remove same for storage or disposal from the Premises.

16. CONTRACTORS OPTION TO TERMINATE: This Contract shall be subject to termination by Contractor giving sixty (60) days advance written notice to City upon the happening of any one or more of the following events:

1. The failure of City to perform or observe the terms, covenants and conditions to be kept, performed or observed by City after expiration of sixty (60) calendar days from the date written notice has been given to City by Contract to correct such default or breach.
2. The issuance by any court of competent jurisdiction of an i11j tmctio11, order or decree preventing or restraining the use by Contractor of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by Contractor and which is necessary for Contractor's operations on the Airport, which remains in force for a period of (90) days; provided, that no act or omission on the part of Contractor caused such injunction, order or decree to be issued.

17. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.

18. PUBLIC RELATIONS: Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety.

19. RETURN OF MATERIALS: Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

20. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict. of interest by the Contractor, its employees or agents, or its subcontractors, if any.

21. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

22. CHANGES AND AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.

23. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, incl udi11g the provision and use of appropriate safety equipment and practices. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, equipment, vehicles, and methods: and for any damages which may result from their failure or their improper construction, maintenance or operation.

24. AUDIT AND ACCESS TO RECORDS: For all negotiated Contracts, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

ATTACHMENT D
Livable Wage Ordinance Certification

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

I, ________, on behalf of ___________ ("the Contractor"), in connection with a contract for ___________

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

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

  (a) Employees are entitled to 12 days of paid time off per year, which may be prorated subject to B.C.O. Sec. 21-82(c); and

  (b) For a covered employer that provides employer assisted health care, the livable wage shall be at least $19.90 per hour; and

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

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

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

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

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

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

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

Date: ______________________________ By: ______________________________________

Contractor, or its duly authorized agent

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

City of Burlington, Vermont
Certified Payroll Record
Living Wage Ordinance, B.C.O. § 21-84(a)

B.C.O. Ch. 21, Art. VI

Instructions to Covered Employers: Use this form to report wages and benefits for covered employees, as defined in B.C.O. § 21-81(d). If three or fewer covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for each covered employee. If more than three covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for the three lowest paid covered employees only.

Reporting Period: from ______________ (date) to ____________________ (date).

(**Note**: The Reporting Period should match the period covered by the invoice accompanying this Record.)

Employee No. 1

Initials, Last Four Digits of SSN, or other Unique Identifier: ____________________________________

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _________________

Total Number of Hours Worked for Covered Employer During Reporting Period: ____________________

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: ____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: ____

Employee No. 2

Initials, Last Four Digits of SSN, or other Unique Identifier: ______________________________

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: ______________

Total Number of Hours Worked for Covered Employer During Reporting Period: ________________

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 3

Initials, Last Four Digits of SSN, or other Unique Identifier: ______________________________

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: ______________

Total Number of Hours Worked for Covered Employer During Reporting Period: ________________

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

I certify under the pains and penalties of perjury that I have personal knowledge of matters asserted herein or that I am readily familiar with, and have reviewed, the books and records of the covered employer, and that to the best of my knowledge and belief the foregoing is true and correct. I understand that the covered employer may be asked to provide reasonable backup documentation, which shall be provided upon request.

Authorized Representative: ______________________________ Date: ________________

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

$19.90/hr

WHEN
employer ***provides*** employer assisted health insurance

$22.11/hr

WHEN
employer ***does not provide*** employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

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

COVERAGE

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

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

ENFORCEMENT

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

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the **LWO Webpage (https://www.burlingtonvt.gov/212/Livable-Wage-Ordinance) or call 802-865-7000, option 1 (Office of the Clerk/Treasurer).**

Livable Wage July 1, 2025 - June 30, 2026

Effective July 1, 2025

ATTACHMENT E
Outsourcing Ordinance Certification

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

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

Dated at _____________________, Vermont this ____ day of ________________, 2018.

By:____
Duly Authorized Agent

ATTACHMENT F
Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, ____________________________, on behalf of ______________________________ (Contractor) and in connection with __________________________________ (City contract/project/grant), hereby certify under oath that ______________________________ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at ______________________, Vermont this ____ day of ___________________, 20__.

By:____ Duly Authorized Agent

ATTACHMENT G
SCOPE OF WORK
QTA FACILITY MANAGER

The QTA Facility Manager shall be responsible for the following responsibilities:

1. Fuel System
    - Order fuel and oversee delivery process
    - Conduct daily fuel visual inspections
    - Conduct weekly and monthly inspections
    - Record keeping for' fuel used, access card/ access code management
    - Schedule routine fuel system maintenance, repairs, and testing
    - Maintain state and local permits, and list of A,B, & c, Operators

2. Building and Grounds Maintenance
    - Order common area supplies (Restroom, breakroom, deicing materials, etc.)
    - Coordinate repairs and Maintenance on building systems (HVAC, Electrical, Plu bing)
    - Clean and stock common areas (Restroom, Breakroom and Utility Room)
    - Maintain Landscaping and parking lot cleaning
    - Handling snow plowing and deicing in winter months

3. Car wash and Vacuum Maintenance
    - Empty Vacuums and inspect hoses and nozzles
    - Weekly carwash inspections
    - Monthly overhead doors lube and inspect

4. Record Keeping and Security
    - Maintain list of access to facility and Issue access cards/codes, and keys
    - Maintain DVR and camera system
    - Maintain facility records and warranties