

REQUEST FOR PROPOSAL



BURLINGTON ELECTRIC DEPARTMENT

585 Pine Street
Burlington, VT 05401-4891
Phone: 802-865-7456

RFP #

017-25

DATE:

9/28/2024

REQUEST FOR QUOTATION

THIS IS AN INQUIRY,
NOT AN ORDER

PLEASE QUOTE PROMPTLY

ALL RFP'S RESPONSES ARE TO BE
UPLOADED TO OUR SECURE
WEB SITE USING YOUR UNIQUE LOGIN

DELIVERY REQUIRED BY:

QUOTATION DUE BY

REQUISITION NO:

DEPT:

NLT 10/11/24 11 AM EST

IT

QTY

DESCRIPTION

BURLINGTON ELECTRIC DEPARTMENT IS SEEKING QUOTES ON THE FOLLOWING

Name	Part	Quantity
1G SFP LC LX 10km	J4859D	4
HPE Aruba Networking 6200F 12G Class4 PoE 2G/2SFP+ 139W Switch	R8Q72A	2

PLEASE QUOTE EACH PRODUCT WITH COST AND LEAD TIME. DELIVERY OF THE BELOW UNITS IS ASAP FREIGHT ALLOWED.

BURLINGTON ELECTRIC DEPARTMENT IS OWNED BY THE CITY OF BURLINGTON VT AND THEREFORE QUALIFIES FOR GSA PRICING IF AVAILABLE.

DELIVERY REQUIREMENT: SHIP FOB DESTINATION FREIGHT ALLOWED 0

BED RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS RECEIVED IN RESPONSE TO THIS RFP OR TO TAKE OTHER ACTION CONSISTENT WITH THE BEST INTEREST OF BED. BED RESERVES THE RIGHT TO NEGOTIATE SEPARATELY WITH ANY SOURCE TO SERVE THE BEST INTEREST OF BED.

EXCEPTIONS TO THIS RFP SHALL BE SUBMITTED IN WRITING & ACCEPTED BY B.E.D. ON THE AWARDED P.O. TO BE BINDING. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BURLINGTON ELECTRIC DEPARTMENT. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

VENDOR MUST COMPLETE THIS INFORMATION

- SHIPMENT CAN BE MADE _____ DAYS FROM RECEIPT OF ORDER
- F.O.B. DESTINATION FREIGHT ALLOWED BURLINGTON ELECTRIC DEPT. DOCK.
- TERMS _____ DISCOUNT OF _____ % IF PAID NET _____ DAYS
- QUOTE VALID _____ DAYS

SIGNED _____ DATE: _____

TITLE: _____ COMPANY: _____

**B.E.D. RESERVES THE RIGHT TO ACCEPT OR DECLINE ANY AND ALL BIDS.
ALL BIDS BECOME THE PROPERTY OF BURLINGTON ELECTRIC DEPARTMENT**

Paul Charbonneau

Director of Purchasing & Facilities

**TO INQUIRE ON ABOVE QUOTE PLEASE CALL
PURCHASING DEPARTMENT DIRECT AT:**

**PAUL CHARBONNEAU 865-7456
email: pcharbonneau@burlingtonelectric.com**

TERMS and CONDITIONS

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (B.E.D.) Purchasing Office, constitute the entire agreement between B.E.D. and the supplier/contractor. Any modification to said agreement shall be submitted in writing by the party seeking said modification, to the other party. Said modification shall be agreed upon in writing by both parties in order for it to be enforceable. Absent said written modification, this form and said purchase order shall exclusively control the terms of the agreement between the parties.
2. Except as herein provided, no purchases ordered by unauthorized individuals shall be enforceable against B.E.D. Only individuals expressly designated as those vested with the authority to purchase on behalf of B.E.D. shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and B.E.D. shall not be liable for any such unauthorized agreements.
3. Sellers, suppliers and contractors shall not assign, delegate, transfer, convey, sublet, or otherwise dispose of their rights, titles, interests or obligations under this contract, or their power to execute such contract to any other person, firm or corporation, without the previous written consent of B.E.D.'s Purchasing Office.
4. The parties to this agreement hereby agree that this contract is subject to the laws of the State of Vermont. The parties to this agreement further agree that Vermont's version of the Uniform Commercial Code, found in Title 9A of Vermont Statutes Annotated, shall apply.
5. B.E.D. may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specifications or other requirements of this order.
6. B.E.D. reserves the right to cancel this order if goods are not shipped as directed. B.E.D. reserves the right to terminate its obligations under this order or any part hereof if any delivery/awarded service is not made in the time provided or, if no time is specified, within a reasonable time or if the material that is delivered/service provided is not as specified.
7. Seller shall ship in accordance with any instructions from B.E.D. and the requirements of common carriers to secure the lowest transportation costs. No shipments are to be made C.O.D., nor shall any such shipments be accepted. When goods or materials are shipped F.O.B. point of shipment, all freight charges are to be PREPAID by the Seller and added to the invoice total. An original copy of paid express or freight bill shall be attached to the invoice.
8. Seller shall furnish a packing slip with all shipments showing the purchase order number, seller name, catalog numbers, quantities (including back orders) and a full description of materials shipped.
9. Contractor shall furnish current Certificate of Insurance as outlined by B.E.D.'s Insurance Requirement Contractor's Order, a copy of which will be provided by B.E.D.'s Purchasing Office to the Seller. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Seller shall be liable for any and/or all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of work assigned/related to the awarded contract.
10. The contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of, and compliance with, the requirements of the "Dig Safe" program (30 V.S.A. §7001 et seq. and Vermont P.S.B. Rule 3.800). Contractor is responsible for working around existing utilities and agrees to indemnify and hold B.E.D. harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by B.E.D.
11. Seller shall follow all B.E.D. Safety Rules, a copy of which shall be provided, as well as follow good utility practices on details not covered in specification documents with preference given to B.E.D. Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NEC and NEC rules and regulations.
12. When the contract is awarded to provide services, the cost of service shall be a fixed fee or a time and material basis with a Not To Exceed amount. Expenses shall be billed at cost unless otherwise specified on the awarded contract. Seller shall furnish an invoice detailing Purchase Order number, scope of work, mileage and other expenses. If the contract is awarded on a time and material basis, the invoice shall also include dates worked, name of personnel, number of labor hours worked (traveled if chargeable), rate per hour and total labor, equipment rental hours and rates and materials. Seller shall be responsible to obtain all necessary permits and copies shall be furnished with each invoice. Seller shall also furnish documentation of all reimbursable expenses with each invoice.
13. Unless otherwise specified, payments shall be made on partial deliveries accepted by B.E.D. when the amount due on such deliveries so warrants. Progressive billing for services rendered shall be accepted unless fixed fee is quoted. Where there is a question of non-performance involved, payment in whole or part against which to charge back any adjustment required, shall be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive B.E.D. from taking such discount.
14. In accordance with city regulations, invoices for completed purchase orders must be received by B.E.D.'s Accounts Payable by the 27th of each month to assure payment by approximately the 15th of the following month. Invoices received after that date shall be carried forward to the following month.
15. **All invoices shall be mailed to the ATTENTION of B.E.D.'s Accounts Payable.** Inquiries regarding the status of unpaid invoices shall likewise be directed to B.E.D.'s Accounts Payable.