Procurement Card Program

REQUEST FOR PROPOSAL (RFP)

RFP Title

Procurement Card Program

RFP Number

017-27

Primary Contact

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Primary Communications Method

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Important Dates

RFP Release	November 10, 2026
Vendor Questions Due Date	November 20, 2026
RFP Proposal Due Date	**December 18, 2026**

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1.0 Project Summary

Burlington Electric Department (BED) is soliciting Procurement Card Program proposals from qualified financial services suppliers for a procurement card program for approved personnel to purchase goods and services in an efficient and timely manner. This program must comply with all relevant federal, state, and local regulations and adhere to BED's internal control policies and procedures.

2.0 BED Overview

BED is a department of the City of Burlington, Vermont and Vermont's largest municipally owned electric utility, serving more than 22,000 customers in Burlington as well as the Burlington International Airport (owned by the City of Burlington but located in adjacent South Burlington). BED's mission is to serve the energy needs of our customers in a safe, reliable, affordable, equitable, and socially responsible manner. BED is the only Vermont electric utility that is both a distribution utility and an "energy efficiency utility." BED is fully regulated at both the State and local level.

BED prides itself on being an innovative utility with an ambitious strategic vision, which can be found at https://www.burlingtonelectric.com/strategic-direction. BED's vision is to make Burlington a "Net Zero Energy city" by 2030 by displacing fossil fuels with 100% renewable electricity use in the heating and ground transportation sectors.

3.0 Company Procurement Card Program Focus Areas

Summary:

BED is seeking requests for proposals for a new Procurement Card Program. The desired procurement card program would be able to accommodate up to 50 users with varying credit limits. This program should assist with BED's efforts to maximize efficiency and simplify the procurement process for purchases under a certain dollar threshold, while maintaining strong internal control policies and procedures.

In 2024 and 2025, BED spent $116,000 and $113,000 using our current procurement card, respectively. In conjunction with new internal procurement policies, BED intends for our procurement card spending to increase to be between $1,000,000 and $1,500,000 annually. BED also anticipates the volume of transactions to range between 1,500 and 2,000 transactions annually.

See Section 5.1.9 for functional and technical requirements of Procurement Card Program functionality.

4.0 Solicitation & Evaluation Process

4.1 Vendor Standing

Any vendor that is in good standing with all Departments of the City of Burlington, Vermont may submit a proposal. If a vendor is found to owe funds to or has been removed from any solicitation list of any City Department, its proposal will not be considered. Vendors must comply with all provisions as outlined in this solicitation in order to be considered. Participation in this RFP is voluntary. BED will not pay for the preparation of any information submitted by a respondent or for BED's use of that information.

4.2 Estimated Schedule

Below is a tentative schedule for activities associated with this RFP solicitation. Dates and times are subject to change at the sole discretion of BED. Modifications to this schedule will be provided by BED on a timely basis. Questions or proposals that are received after the due dates listed will be eliminated from consideration as part of the RFP solicitation process.

Activity	Date
RFP Release	November10, 2026
Vendor Questions Due Date	November 20, 2026
RFP Proposal Due Date	December 18, 2026
Vendor Follow up Demonstrations & Discussions	January 25, 2027
Vendor Selection	February 2027

4.3 Communication with BED

All communication with BED related to this solicitation must be through BED's Purchasing Department, by email to purchasing@burlingtonelectric.com.

All communication pertaining to this solicitation should contain "RFP 017-27: Procurement Card Program in the subject line.

Vendor communications with BED should adhere to the solicitation process and schedule detailed herein. E-mail is the required communication format to ensure all content is captured and to avoid verbal miscommunications. Failure to comply with this communications protocol may be sufficient grounds for proposal rejection.

4.4 Vendor Questions

Vendors should read this RFP solicitation in its entirety, including the appendices, before submitting questions. To address any open items that remain unclear, BED will utilize a formal question and answer process. Please submit questions to purchasing@burlingtonelectric.com by Friday, November 20, 2026, by 5:00 PM EDT. Vendor questions will be collected, consolidated, answered, and posted on a rolling basis at the discretion of BED.

4.5 Solicitation Updates

BED will endeavor to communicate with all proposers via its website in a timely manner regarding any solicitation updates. Responses to vendor questions and any related addenda or updates to this solicitation will be posted by BED on BED's website. All vendors will receive an email that the RFP has been updated.

4.6 Proposal Evaluation

The evaluation process is anticipated to involve two sequential stages: 1) a proposal review and 2) a detailed vendor meeting and demonstration. Vendor proposals will be evaluated according to the proposal content specified in Section 4 of this document. The exact scoring criteria for both components will be determined at the discretion of BED. Additionally, a third stage of follow-up discussion may occur before final vendor selection to acquire

additional information, including scope of work development, contract review, and the coordination and commitment of vendor partnerships.

4.7 RFP Conclusion

Based on the information provided by the respondents to this RFP, a determination will be made regarding any actual contracting through a subsequent procurement process which, at BED's option, could include but not be limited to: using a new or existing contract, procurement via Federal GSA contract(s), or a piggyback of a contract established as a result of the public bid of another public agency.

5.0 Proposal Content

All proposals are subject to the instructions, conditions, specifications, addenda, and any other elements of this solicitation, including those incorporated by reference.

This solicitation and the associated attachments are prepared in various digital formats, including but not limited to, Adobe PDF, Microsoft Word, and Microsoft Excel. Any alterations to the original formats made by the Proposer may be grounds for rejection of the Proposal, cancellation of any subsequent award, or any other legal remedies available to BED.

5.1 Proposal Content & Organization

The primary objective of this RFP process is to select a vendor for BED's Procurement Card Program. A primary focus of the vendor review will be associated with the Functional and Technical Requirements (section 5.1.11) and the Anticipated Costs (section 5.1.12) included as part of the RFP solicitation. Vendors should pay close attention to the requirements in these sections and provide responses accordingly.

Unless otherwise indicated, proposals must contain the following items to be considered a complete response to this RFP:

1. Cover Letter
2. Corporate Summary
3. Project Experience & References
4. Vendor Team & Partnership Experience
5. Expectations for BED
6. Contract Templates
7. Request for Information (optional)
8. Responses to Functional and Technical Requirements
9. Proposed Pricing
10. Attachment A: Information Technology Specifications
11. Attachment B: Insurance Requirements
12. Attachment C: Purchase Order Terms and Conditions
13. Attachment D: Burlington Livable Wage Ordinance
14. Attachment E: Burlington Outsourcing Ordinance
15. Attachment F: Burlington Union Deterrence Ordinance

5.1.1 Cover Letter

This section should not exceed one page in length and should clearly identify the RFP number, vendor legal name, vendor primary project contact, and pertinent vendor contact information. The cover letter must briefly state your firm's understanding of the products to be provided and the services to be performed. Proposers that seek to partner with other solutions providers to provide a comprehensive Procurement Card Program and Expense Management System must state their willingness and authority to act as prime for the final proposed solution and the intended

subcontractor partnership(s) envisioned. Relevant contact information should be provided for all subcontractor partnerships.

Vendor Proposal Response Expectations – Provide all content specified in this section

5.1.2 Solution and Corporate Summary

Include the vendor's corporate history, number of years in business, financial condition, and direct value to BED in terms of this RFP solicitation. Vendors should also identify their capability to provide implementation management, staff training, and ongoing technical and maintenance support. If the vendor is serving as the prime in conjunction with other subcontractor partners, similar information should be provided for all entities.

Vendor Proposal Response Expectations – Provide all content specified in this section

5.1.3 Project Experience & References

This section should describe briefly the top two most relevant projects implemented by the prime vendor that directly correspond to the work contemplated by this RFP. If proposing as a vendor team, projects should be selected that reflect successful project completion as a vendor team and identified as such. If vendor team projects do not exist or the vendor is proposing independently, all projects listed should have been led by the prime vendor submitting the proposal. Consideration should be given to the applicability of previously implemented vendor projects in terms of BED's intended project scope, type of entity served, and scale/size of entity served. References should be included for all projects listed and should list contact name and current contact information (e-mail address and phone number). BED reserves the right to contact these references without notifying the vendor in advance.

Vendor Proposal Response Expectations – Provide all content specified in this section

5.1.4 Vendor Team & Support

This section should contain 2 parts. First, describe the vendor team that is anticipated to provide primary services to BED during the onboarding and any implementation efforts (if the vendor is selected). The vendor team would ideally be associated with the five projects and references provided, but this is not mandatory. Vendor teams should demonstrate not only strong technical expertise but creative and innovative problem-solving capabilities.

Second, describe the vendor's customer team and support services, including service-level agreement.

Vendor Proposal Response Expectations – Provide all content specified in this section

5.1.5 Expectations for BED

Vendors should describe their expectations for BED in onboarding, implementing and maintaining the vendor's solution, including:

- With what roles and how many hours should BED plan to staff the Procurement Card Program onboarding and implementation efforts?
- How many hours annually should BED plan to staff administering the solution after onboarding and implementation, including time requirements for any new features, updates, etc.?
- What technical (e.g., IT) resources should BED plan to have on staff to support and maintain the Procurement Card Program solution?

5.1.6 Contract Templates

Vendors should include with their response a copy of their standard template for any/all contracts they anticipate executing with BED if they are awarded this project.

5.1.7 Request for Information

While not a requirement for this RFP, BED has an interest in understanding if the vendor has integrated payables solutions and/or expense management systems. BED requests informational brochures or other literature to understand the vendor's capabilities and expertise to provide the following services:

- Capability to prompt user to upload and attach receipts to transaction details
- Capability to require receipt approval workflow by supervisors
- Capability for reporting and analytics of spending trends, etc.
- Capability for automatic expense allocation based on user-defined metrics such as card user, merchant ID, purchase type, etc.
- Capability for automatic general ledger integration (i.e. transaction date, transaction description, GL information, card number, etc.)

If such solutions are available, please include proposed pricing for:

- Cost for electronic system interface, including implementation, initial training, and support
- Annual maintenance and support fees

5.1.8 Functional & Technical Requirements

- Capability for multiple card users
- Capability for specific card user spending limits
- Capability for monthly credit limits (cycle limits)
- Capability for transaction-based limits (single transaction limits)
- Capability for both physical and electronic card options
- Capability for e-statements to be sent to defined email addresses
- Capability to earn rewards or incentives based on procurement card spend
- Capability for fraud detection and immediate alerts of potential fraudulent activity
- Capability for ad-hoc access to view recent pending and posted transactions, as well as current balances due
- Capability for users to view spending activity reports
- Capability for purchase controls and restrictions (i.e. approved merchant names, industries, etc.)
- Capability for online card setup, maintenance, and suspension

5.1.9 Proposed Pricing

The vendor should provide a list of proposed prices for all services and materials to be used during the term of the contract.

- Annual cost per card
- Per-transaction fee
- Payment term options
- Late-payment charges
- Any additional fees (please list the purpose, fee, and frequency)
- Rebates/incentives

BED is cognizant that vendors may require further information and data from BED before being able to provide a finalized cost estimate. Conversely, BED also believes that the project summary and functional and technical requirements included above provide a substantially robust basis for vendors to be able to provide an accurate expectation of anticipated costs. BED strongly recommends that cost estimates proposed as part of the RFP solicitation process be as near to the anticipated final cost, as much as reasonably feasible. Areas of anticipated uncertainty or additional costs should be noted as part of a vendor's proposed pricing submission.

5.1.10 Attachment A: Minimum Information Technology Specifications

The vendor should be able to meet all minimum Information Technology (IT) standards specified in Attachment A to be considered for future implementation.

Vendor Proposal Response Expectations - The vendor should indicate that they are fully able to meet the minimum IT standards or note if any of these standards cannot be met and explain why not.

5.1.11 Attachment B: Insurance Requirements

Vendor Proposal Response Expectations - The vendor should indicate that they have thoroughly reviewed and understand Attachment B.

5.1.12 Attachment C: Terms and Conditions

Vendor Proposal Response Expectations - The vendor should indicate that they have thoroughly reviewed and understand Attachment C.

5.1.13 Attachment D: Burlington Livable Wage Ordinance

Vendor Proposal Response Expectations - The vendor should complete this section and submit it as part of their proposal.

5.1.14 Attachment E: Burlington Outsourcing Ordinance

Vendor Proposal Response Expectations - The vendor should complete this section and submit it as part of their proposal.

5.1.15 Attachment F: Burlington Union Deterrence Ordinance

Vendor Proposal Response Expectations - The vendor should complete this section and submit it as part of their proposal.

5.2 Proposal Submission & Receipt

5.2.1 Proposal Submissions

All proposals must be submitted electronically to the website according to the anticipated schedule. Hard copies of proposals will not be accepted. Proposal response should be sent electronically with the following subject line:

"RFP # 017-27 Procurement Card Program – Vendor Name"

Proposer will receive an automated response shortly after submittal. If receipt is not acknowledged by BED, vendors should follow-up via e-mail to confirm receipt at purchasing@burlingtonelectric.com.

5.2.2 Proposal Modifications

No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested or approved by BED.

5.2.3 Ownership of Proposals

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

6.0 RFP Terms & Conditions

6.1 Proposal Expenses

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

6.2 Acceptance or Rejection of Proposals

BED reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if in its sole judgement the best interests of BED will be served. BED further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of BED. BED

also reserves the right to award all or partial parts of the RFP to any or several contractors that are in the best interest of BED.

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

6.4 Oral Agreements and Arrangements
Any alleged oral agreement or arrangement made by a vendor with BED or any BED employee will be disregarded in any BED proposal evaluation or associated award.

6.5 Vendor Presentation of Supporting Evidence/Surety
Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that BED deems necessary to fully establish the performance capabilities represented in their proposals.

6.6 Vendor Demonstration of Proposed Services
Vendors may be asked to demonstrate specific proposed services or products included in their response, if applicable. Any requested demonstration will be provided at a site approved by BED, or on a video call, and without cost to BED.

6.7 Vendor Misrepresentation or Default
BED reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any BED contract.

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

6.9 Public Records
Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3) and all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between a vendor and BED, the final administrative authority to release or exempt any or all material so identified, rests with BED. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL."

6.10 Offer of Gratuities
The vendor warrants, represents and certifies that no elected or appointed official or employee of BED has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by BED if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor's agent of the vendor's employees.

6.11 Collusion
By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud.

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

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

6.13 Termination
The contract to be entered into between BED and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, BED shall have the right to terminate the said agreement immediately and award a new contract to another Proposer and the Contractor shall be responsible for damages and for additional costs incurred in reletting the contract.

6.14 Disclaimer
BED is not liable for any costs incurred by proposers in the preparation of proposals or for any work performed prior to the approval of an executed contract.

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

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

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

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

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

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

6.17 BED Rights
BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED. EXCEPTIONS TO THIS RFP SHALL BE BY WRITTEN NOTIFICATION ON THE AWARDED P.O. IN ORDER TO BE BINDING. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BURLINGTON ELECTRIC DEPARTMENT. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.

7.0 Appendices & Attachments

7.1 Attachment A: Minimum Information Technology Standards

The following list of minimum IT standards should be adhered to by any vendors proposing on this RFP solicitation. By submitting an RFP proposal, the vendor agrees that they can meet these standards. This is not intended to be an exhaustive list of requirements, but rather a starting point for working with Soliciting Entities' IT departments.

- All server and end-user desktop applications should be compatible with recent operating system versions.
- Vendor will support the reliable operation of their product under all current operating system updates and patches. If an incompatibility with any operating system update or patch is discovered, vendor will address the incompatibility in a timely fashion and as part of the standard maintenance agreement at no additional cost.
- All 3rd party software provided by the vendor must be appropriately licensed. Vendors must provide adequate proof of that licensing.
- If vendor's product requires 3rd party software, vendor will support the reliable operation of their product under all current updates and patches to that 3rd party software. If an incompatibility with any required 3rd party software update or patch is discovered, vendor will address the incompatibility in a timely fashion and as part of the standard maintenance agreement at no additional cost.
- All end-user desktop applications must be able to run with standard user operating system permissions. End-user applications must NOT require administrative permissions to run.
- All server and end-user desktop applications should be able to run on a server and/or client with active firewall and/or virus scanning software without limitations.
- All server and end-user desktop applications should support running in a properly sized and tuned virtualized environment.
- Applications should have a modern security model for role-based security, one that is flexible and allows individual and group enablement from a feature(s) standpoint. Integration with Active Directory is preferred.
- Sensitive data must be protected, including but not limited to, bank accounts, credit card numbers, and social security numbers. Sensitive data must be securely encrypted in transit and at rest and be masked or removed as needed on any end-user application, system or transaction logs, reports or other output.
- Permanent remote access to systems is only available with an explicit signed remote management agreement between the vendor and the utility.
- Temporary remote access to systems can be accomplished via WebEx, GoToMeeting or other shared desktop tool. In some limited circumstances, a utility-provided VPN account may be used.
- Public facing systems or applications must be secured according to standard security best practices. Vendor must provide detailed design documentation identifying systems, devices or other hardware, the name and version of all internet facing software, communications flows between devices/systems (external to internal/internal to external), encryption methodologies and protocols, and proof of compliance with any necessary compliance certifications (i.e., PCI/HIPPA).
- Any browser-based software must be supported broadly across all common browser platforms (particularly Chrome). Strong preference will be given to HTML5 based software; at a minimum the vendor should demonstrate a roadmap for migrating away from Java, Flash, ActiveX or other outdated plugins.
- Vendor must grant utility full ownership, access rights, and legal control of all data generated by usage of the vendor's systems or applications.
- Vendor is responsible for providing all documentation necessary for the installation, configuration and on-going maintenance of vendor's systems or applications

7.2 Attachment B: Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS: TYPE 3

Contractor's Order

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

COVERAGE	MINIMUM LIMIT
a. Commercial General Liability:	
Bodily Injury and Property Damage	$1,000,000 each occurrence
	$2,000,000 in aggregate
c. Automobile Liability:	
Bodily Injury and Property Damage	$1,000,000 combined single limit
d. Workers' Compensation and Employers Liability:	
	WC: Statutory coverage
	EL: $100,000 each accident
	$100,000 each employee
	$500,000 policy limit
e. Cyber Liability:	
Each Claim/Event Aggregate limit	$2,000,000 each claim
	$2,000,000 each event

1.2 Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. The Contractor shall hold Soliciting Entities harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.

1.3 Contractor shall provide Soliciting Entities. with a certificate of insurance for coverages set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to Soliciting Entities. Such evidence of insurance shall be received at Soliciting Entities 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.

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

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

Revised 11/25/2020

7.3 Attachment C: Purchase Order Terms & Conditions

1. These Terms and Conditions, together with the purchase order and/or contract issued by the Burlington Electric Department's (BED) 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 BED. Only individuals expressly designated as those vested with the authority to purchase on behalf of BED shall be considered persons possessing binding purchasing authority. Agreements entered into with unauthorized individuals shall be void and BED 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 BED'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. BED 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. BED reserves the right to cancel this order if goods are not shipped as directed. BED 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 BED 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 BED's Insurance Requirement Contractor's Order, a copy of which will be provided by BED's Purchasing Office to the Seller. Such evidence of insurance shall be received at BED 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 BED harmless for any damages to such utilities except for such damages whose sole proximate cause is due to negligence by BED.

11. Seller shall follow all BED 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 BED Standard practices if suitable. Seller is responsible for following all applicable EPA/VOSHA/OSHA/NESC and NEC rules and regulations.

12. When the contract is awarded to provide services, the cost of service shall be a fixed fee or a time and material basis with a Not To Exceed amount. Expenses shall be billed at cost unless otherwise specified on the awarded contract. Seller shall furnish an invoice detailing Purchase Order number, scope of work, mileage and other expenses. If the contract is awarded on a time and material basis, the invoice shall also include dates worked, name of personnel, number of labor hours worked (traveled if chargeable), rate per hour and total labor, equipment rental hours and rates and materials. Seller shall be responsible to obtain all necessary permits and copies shall be furnished with each invoice. Seller shall also furnish documentation of all reimbursable expenses with each invoice.

13. Unless otherwise specified, payments shall be made on partial deliveries accepted by BED 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 BED from taking such discount.

14. In accordance with city regulations, invoices for completed purchase orders must be received by BED'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 emailed to BED’s Accounts Payable at bedap@burlingtonelectric.com. Inquiries regarding the status of unpaid invoices shall likewise be directed to BED's Accounts Payable.

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7.4 Attachment D: Burlington Livable Wage Ordinance

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) Full-time employees are entitled to 12 days of paid time off per year; and
    (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
    (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least $20.62 per hour; and
    (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least $22.91 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: _____

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.

7.5 Attachment E: City of Burlington Outsourcing Ordinance

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

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

Dated at_____, Vermont this___day of _____, 20__.

By: _____ Duly Authorized Agent

7.6 Attachment F: City of Burlington Union Deterrence Ordinance
Certification of Compliance with the City of Burlington's

Union Deterrence Ordinance

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

Dated at , Vermont this day of , 20__.

By: _____ Duly Authorized Agent