



BURLINGTON ELECTRIC DEPARTMENT
585 Pine Street
Burlington, VT 05401

RFP#039-26



REQUEST FOR PROPOSAL (RFP#039-26)

RFP Title

GIS Utility Network (UN) Implementation

RFP Number

#039-26

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Important Dates:

RFP Release	November 12, 2025
Vendor Questions Due Date (submitted to Purchasing)	December 12, 2025
RFP Proposal Due Date (5-weeks from Release)	December 19, 2025
Vendor Follow Up Discussions (Following Submission Deadline)	December 31, 2025
Vendor Selection for Award Negotiation	January 5, 2026



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1. Project Introduction

The Burlington Electric Department (“BED”) is responsible for electric distribution services to its customers within the city limits of Burlington, VT and the Patrick J. Leahy International Airport located in South Burlington, VT. BED seeks to address technology obsolescence and establish a next generation, utility-focused Geographic Information System (“GIS”) platform by transforming BED’s legacy Esri GIS platform to Esri’s modern ArcGIS Utility Network (“UN”) platform.

The purpose of this UN Implementation RFP #039-26, is to request Proposals from qualified Bidders to oversee, coordinate and execute the implementation and configuration of the UN and the migration of the BED’s existing GIS to said UN. This new platform will be used as a foundation to support the optimization of core GIS-based engineering, operations, inspections, maintenance, production, and construction-related processes, technologies and data.

1. Project Background

BED has a well-established GIS for electric, which is continuing to expand as an authoritative source for the location of and information about BED’s assets. Tracking and managing distribution asset data continues to be a challenge, particularly with growing requirements from regulators and customers for information associated with BED’s distribution assets. BED’s current implementation of the Esri Geometric Network (“GN”) data model is as follows:

- Esri ArcGIS Desktop, Version 10.8.2
- Schneider Electric ArcFM Software, Version 10.8.2
- Schneider Electric ArcFM Database, Version 10.6.1
- SQL Server Database, Version 2017
- Schneider Electric Fiber Manager, version 10.8.2
 - Note: this Fiber GIS dataset is not part of this migration effort and should not be scoped for a move to the Utility Network or the Esri TDN.

In addition to the core GIS infrastructure nearing the end of support, several of the critical third-party solutions supporting key editing and business functionality are also ending support without an option to upgrade. Going unsupported puts BED at risk for inability to perform critical security updates in an increasingly challenging cybersecurity environment.

This RFP outlines BED’s requirements for engaging a System Implementer (“SI”) to migrate, convert and/or transform from the current Esri Geometric Network data models and obsolete 32-bit GIS technology to the new Esri UN ArcPro and the latest GIS technology. This transformation will not include any integrations nor customizations, besides one data export to feed another GIS viewing database.

Any proprietary third-party product configuration will be completed by the product vendor, but it is expected that any technical changes and/or coordination will be done with direct oversight provided by the Bidder.



2.1 Stakeholder Engagement

The UN Implementation aligns with BED's long-term strategy for improvement. As a result:

- The UN Implementation Project is a BED strategic initiative and is sponsored by the highest levels of BED's line-of-business and Information Technology management and supports BED's long-term vision for geo-enabling the electric related processes and data.
- BED recognizes that the migration to the ArcGIS UN will fundamentally change how the utility operates and requires System Implementer expertise to implement and train BED personnel to realize the full potential of the technology.
- BED is committed to working with a Bidder and to provide a cross-functional team to successfully implement the UN for the electric GN dataset.
- BED is the primary stakeholder for the UN Implementation Project. BED requires that the Bidder leverage their experience and proven methodologies for a successful implementation from both a business and technical perspective.

2.2 Improvements and Functional Needs

To continue to meet the needs of our customers and the requirements of both our municipal partners and our regulators, BED has identified the need to move from Esri's Geometric Network data models and obsolete 32-bit technology to the new Esri Utility Network data models, along with their ArcGIS Pro GIS software, and the latest technology. It is extremely important for BED to modernize our geospatial platform before the upcoming retirement of the Esri Geometric Network and ArcMap editing environment to avoid maintaining critical operations on an unsupported platform.

While this modernization is heavily driven by technology obsolescence, BED is seeking to take advantage of the new functionality Utility Network will enable throughout the ArcGIS Enterprise platform to aid in meeting the ever-changing business needs of BED.

BED has also identified that it is extremely important to have access to the latest core technologies, such as servers and graphical processing units ("GPUs"), to enable the best performing GIS platforms and to meet the increasing demands of all business uses across BED. With this need in mind, BED requires that the bidder help architect and implement the authoritative databases and the entire ArcGIS Enterprise platform.

2.3 Other Strategic Initiatives Running Simultaneously to the UN Implementation Project

Current projects, and others planned over the next five years, will operate independently yet in parallel with the UN Implementation Project. This section provides a high-level overview of known programs that will be in operation during the UN deployment effort. While there are no planned integrations with this UN implementation effort, BED wants the potential system implementers to be aware of these projects that may eventually integrate with GIS.

SpryPoint Customer Information System ("CIS")



The UN GIS will need to include an integration with BED's CIS via Web Map Service ("WMS"). BED is converting from its legacy CIS to SpryPoint CIS in Q2 or Q3 2026.

Survalent Advanced Distribution Management System ("ADMS")

The current plan is to provide Survalent access to a FGDB copy of the UN database by end of implementation work.

Eaton CYME Electric Planning Software

After the UN GIS upgrade, Eaton will stand up a new CYME Gateway to convert the UN model into their model needs.

Solution Infrastructure

BED has been exploring moving various enterprise systems to cloud-hosted infrastructure and the UN platform is a target for such a move. BED requests proposals for both on-premise and/or Platform as a Service (PaaS) solutions. Licensing and resource requirements shall be provided for either proposal.

2.4 Current State Overview

The following includes a summary of BED's current state.

The assets tracked in GIS are broken down as follows:

- Circuits: 19
 - 34.5 kV Sub-transmission (1)
 - 13.8 kV Distribution (16)
 - 12.47 kV Distribution (2)
- Conductor Miles (Total – 349.47 miles):
 - Primary OH – 69.9 miles
 - Primary UG – 64.97 miles
 - Secondary OH – 114.9 miles
 - Secondary UG – 99.7 miles
- Meters/Services: 22,166
- Transformers: 1,941
- Switches/Fuses/Elbows: 2,272
- Dynamic Protective Devices: 163
- Power Factor Correcting Devices: 40
- Generators: 466
- Streetlights/Leased Lights: 4,238
- Busbars: 2,799
- Support Structures: 5,692
- Underground Structures: 812



Category	Comments
Enterprise GIS Platform and Mobile	• GIS maintained by one core editor and one core reviewer. • There are 3-5 ArcGIS Desktop users (including the editor and review). • ArcGIS Desktop and ArcFM Solution are reaching end of life. • BED relies heavily on ArcFM Solution's Session Manager for their editing workflow. • Data is exported from GIS via FME workbenches created and maintained internally. (NOTE: These workbenches will be migrated internally by BED personnel) • Data is also transferred from BED's internal GIS database to the ArcGIS Online (AGOL) (NOTE: BED is requesting assistance in rebuilding this export script) • Consumers of BED GIS data access it via a Portal Map. There are approximately 20 users.
Data Quality	Some focused data clean-up and augmentation will likely be necessary for the GIS migration to UN. Remediation scope may be necessary if level of clean-up needed is more than BED resources can manage on top of their normal workload.
Graphic Work Design	AutoCAD is used by design staff and designs are redrawn into GIS; Stakeholders noted the need for improvements to the design processes, but it is outside the scope of this project.
Land Base Related Data	Does not need to change with the move to the UN but would need to be migrated to the same database as the UN dataset. The current coordinate system is VT83F with no plans to change.
Substation & Transmission Data	Only a couple substations have been modeled in some fashion in GIS, and these will have to be migrated. There is no transmission data.
Backend Infrastructure	• BED's on-premise GIS infrastructure runs independently from the City of Burlington's on-premise GIS infrastructure. • BED shares a Esri GIS license with the City of Burlington and uses the City's ArcGIS Online portal to publish specific subsets of data to enable certain BED users to access GIS maps from BED mobile devices. • Currently, all infrastructure is running on virtual machines (VMWare) • BED is interested in a cloud-hosted environment. BED believes that BED/City of Burlington's Esri GIS license includes access to a free hosting solution from Esri.



- There is no disaster recovery or high-availability configuration of the existing GIS infrastructure. BED seeks to implement a disaster recovery solution for GIS as part of this project.

3. Project Goals and Objectives

The following section provides a summary of the UN Implementation Project goals and objectives.

3.1 Project Goals

The following includes a summary of the project goals.

1. Conduct an initial data assessment and report any potential UN data issues, ranked by severity.
2. Architect and implement the authoritative databases and the entire ArcGIS Enterprise platform, including disaster recovery, ideally on a cloud-hosted platform.
3. Implement ArcGIS Enterprise 11.5, with applicable service and security patches, and configure for the Federation and the UN.
4. Implement ArcPro 3.5 with applicable service and security patches.
5. Establish a configured and working UN database from the source GN datasets.
 - Subnetworks management and phase propagation are required.
6. Re-establish the data export from the BED UN database to AGOL.
7. Ensure proper planning and analysis is performed relating to required infrastructure, architecture, and a potential move to the cloud.
8. Re-establish the core Portal map utilized by stakeholders.
9. Implement standardized symbology that replaces existing BED symbology.
10. Establish a replacement of Schneider Electric's ArcFM Solution Session Manager technology to allow a review workflow before edits are committed to default.
11. Provide preconfigured tracing tools to run in ArcPro, such as Upstream/Downstream Trace and Protective Device Trace.
12. Provide administrator training of the new UN platform.
13. Provide editor training of the new UN platform.
14. Provide post-go-live support.

3.2 Project Objectives

Upon successful completion of this RFP process, a vendor will be selected to take on the role of the System Implementor to implement BED's GIS platform modernization by providing implementation, security, acceptance testing, quality assurance, project management (time management, budget compliance, etc.), and other requirements outlined within this RFP to accomplish the UN Implementation Project.



4. Requested UN Implementation Services

4.1 Scope of Work

The selected Bidder shall provide services, resources including sub-contractors, and tools required to implement and manage the Utility Network (UN) Migration Project for BED's Electric network. BED is soliciting proposals from leading System Implementers to successfully migrate and implement Esri's ArcGIS UN Platform and related interfaces, while maintaining the integrity and accuracy of existing BED's data.

BED is asking qualified System Implementers to perform the following:

- Perform project management in partnership with BED, including technical risk and mitigation strategies.
- Propose recommended project delivery and project management approach, based on proven track record, experience and skills.
- Perform a data assessment to rank potential UN data issues by severity.
- Recommend system sizing requirements, performance requirements, product requirements, and disaster recovery requirements necessary to achieve business goals and sustain operational integrity, including the possibilities of and options for a cloud-hosted system.
- Architect and implement the authoritative databases and the entire ArcGIS Enterprise platform, including disaster recovery, ideally on a cloud-hosted platform along with applicable service and security patches.
- Conduct detailed workshops to finalize overall designs and technical implementation requirements and expectations.
- Recommend approaches and tasks that may not be included in this RFP but may be critical to the success of the UN Implementation Project.
- Develop a baseline "source-to-target" data mapping (SDM) document for the electric data migration.
- Map geometric network to the Utility Network model and develop the Utility Network model with the goal of reducing redundant/unneeded feature classes, removing, or streamlining legacy relationship classes, and standardizing symbology across all user groups (both editors and end users).
- Define and develop data management feature restrictions, network rules, and attribute rules to successfully maintain the new networks data accuracy and correctness.
- Define, develop, and implement GIS editing tools, maps, and templates along with redesign editing workflows to leverage the ArcGIS Pro Editing tools and limit customizations. This will include:
 - One Portal Map
 - One ArcPro Project
- Define, potentially develop, and implement a replacement for the following Schneider Electric ArcFM Solution functionality:
 - Session Manager for the review of edit sessions before posting to Default.



- Phase Propagation
 - Preconfigured Upstream/Downstream Traces and Protective Device Traces
- Conduct workshops to re-design the export of UN data to the BED AGOL website.
- Develop and execute test plans required to ensure the platform is meeting all agreed upon business and technical requirements such as performance and security. This includes but is not limited to applications, functional unit, performance, and user acceptance testing.
- Develop user training and ensure all necessary BED employees are fully trained and ready to administer and utilize the new systems and associated workflow processes.
- Develop and deploy cutover plan, inclusive of mock cutovers strategies.
- Provide application and database support following production go-live.

4.2 Project Deliverables

The geospatial modernization project will have many deliverables throughout the project. The selected System Implementer will be responsible for assuring the project delivers on all the requirements that are in the current business plans as well as any additional requirements that may be identified during the project kick-off. These deliverables include, but are not limited to these main areas and must occur in both production and non-production (number TBD) environments:

- Infrastructure sizing and configuration.
- Data assessment report with severity rankings.
- A “source-to-target” data mapping (SDM) document
- An electric geodatabase based on the Utility Network data model.
- Requirements for the ArcGIS Pro editing environment, including configuration and documentation on the following replacement functions:
 - Session Management
 - Phase Propagation
 - Tracing
- Requirements for the ArcGIS Enterprise platform, which includes recreating all required ArcGIS services, pointing to the new electric geodatabase, created during this phase of the project.
- The design and code for the rebuilt export of the UN to the BED AGOL instance.
- All BED required questionnaires, such as security, and approval documents.
- A full set of test plans for the new platform. Please see Section 5.12 – Delivery Approach and Project Management for some of the testing deliverables that should be a part of the plan.
- A training plan with training documentation.

It is expected that each prospective bidder will recommend their own strategy for implementing the above defined project deliverables. At a minimum, BED expects the above major objectives to be included within the Scope of Work.

The scope of the UN Implementation Project does not include:

- Rebuild of all existing FME workbenches (outside of the AGOL export)



- Implementation of the CYME Gateway
- Migration of the Fiber GIS data

5. Requirements

5.1 Bidders Profile and UN Implementation Experience

Descriptions are required regarding Bidder Qualification and Experience specific to UN system implementations currently in production. Bidder may also provide additional details in the Bidder's Proposal document as needed.

Bidder must notify BED in writing of any key personnel replacement(s) during the RFP period. If Bidder is selected, Bidder will notify BED of replacements during the Contract effective period. BED reserves the right to review and approve key personnel replacement(s) which the selected Bidder proposes to assign to BED in their RFP response.

5.2 Delivery Approach, Project Management, and Change Management

The selected Bidder will align their proposals in accordance with a standard software development lifecycle framework, based on a waterfall, hybrid waterfall, or agile approach along with their corresponding rationale based on previous successful UN implementations.

If a contract results from this RFP process, BED intends that the contract will include a provision that payment to supplier will be based on achievement of agreed-upon milestones and BED's acceptance of related deliverables.

5.3 Bidder's Project Manager Responsibilities

The following is a non-exhaustive list of responsibilities required of the Bidder's project manager (PM). Bidder shall describe their overall approach to project management and specifically identify any items not already detailed below:

1. Progress – deliverables are being completed per the Project timeline.
2. Cost – Deliverables are being completed within the cost plan.
3. Quality – Deliverables are being completed to defined expectations.
4. Performance (Earned Value) – Progress is being earned for the expected cost.
5. Communication – As needed, but at a minimum, weekly with team that includes stakeholders.
6. Meetings – Attend all meetings as requested by BED. PM will be responsible for all meeting minutes and publishing them as requested by BED.
7. Reporting – Regular and timely status reporting of Project progress to the sponsors. All reports and deliverables shall be timely posted to a repository as designated by BED.
8. Risk – Proactively inform BED, get BED approval for risk decisions. Proactively manage Project risk, mitigating, as necessary.
9. Change control – Manage changes to the Project without unduly affecting the stated objectives, price, and benefits.
10. Audit – Monthly audit/reviews of Project deliverables by BED PM.



5.4 Services Implementation Schedule

Bidder shall provide a proposed work plan for the effort as part of Bidder's proposal. The work plan shall address all activities in the UN Implementation Project. It should also include:

- Activities/tasks and duration (in days or weeks)
- Key dependencies
- Key deliverables
- Key milestones
- Bidder's implementation schedule assumptions

5.5 Statement of Work

In response to this RFP, Bidder will provide a draft Statement of Work (SOW) for the UN Implementation Project. The SOW should also address the requirements outlined in this RFP document and its Attachments. The following must be incorporated into the SOW, at a minimum:

- General overview of the Project that includes an implementation schedule by Phase
- Scope of work by project phases (i.e., Software Development Lifecycle with associated task and deliverables), including description of three (3) in-production UN implementations
- Bidders' implementation approach
- Process for change requests
- Timeline for the project
- Project team structure and governance
- Payment milestones with proposed acceptance criteria
- Additional features/value adds. Bidders may add into their proposal any additional, applicable features/value adds that BED may want to consider, but that have not been discussed in this RFP

5.6 Bidder Responsibilities

The selected Bidder's services must provide deliverables which meet the Project objectives and requirements outlined in this RFP and its attachments and any subsequent contract(s). The specific tasks and functions within this responsibility are outlined in this RFP and attachments, but it also includes all other responsibilities, whether specifically identified or not, that are within the scope of work for the UN Implementation Project.

5.7 BED's Responsibilities

Any tasks or functions not specifically listed within this Section, BED's Responsibilities, are the sole and exclusive responsibility of the selected Bidder. The following are BED's commitments with respect to the scope of work:

1. Monitor performance of the selected Bidder according to the performance standards. Promptly notify Bidder in the event of deficiencies, sanctions, and remedies.



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2. Upon meeting deliverables, pay the BED-approved milestone payments of selected Bidder as defined in the Contract.
3. Provide the Bidder with authorization if BED accepts the Bidder's implementation schedule.
4. Provide the Bidder with authorization if BED accepts Bidder's Project-related changes.
5. Ensure, to the greatest degree possible, that the Bidder receives necessary access to BED data, personnel, and systems to facilitate development and complete the required knowledge transfer.
6. Conduct audits and inspections of the Bidder's work for this Project.

6. Solicitation & Evaluation Process

6.1 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.

6.2 Estimated Schedule

Below is the planned 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 communicated 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	November 12, 2025
Vendor Questions Due Date (submitted to Purchasing)	December 12, 2025
RFP Proposal Due Date (5-weeks from Release)	December 19, 2025
Vendor Follow Up Discussions (Following Submission Deadline)	December 31, 2025
Vendor Selection for Award Negotiation	January 5, 2026

6.3 Solicitation Updates

All communication 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 #039-26: GIS UN Implementation" in the subject line. Vendor communications



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should adhere to the solicitation process and schedule detailed herein. Email 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.

6.4 Vendor Questions

Vendors should read this RFP solicitation in its entirety, including the appendices, before submitting questions. To address any items that remain unclear, BED will use a formal question and answer process. Please submit questions to purchasing@burlingtonelectric.com by December 12th, 2025, by 5:00 PM EDT. Vendor questions will be collected, consolidated, answered, and posted on a rolling basis at the discretion of BED.

6.5 Solicitation Updates

BED will endeavor to communicate with all proposers via BED's 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.

6.6 Proposal Evaluation

The evaluation process is anticipated to involve proposal review, and follow-up discussion with the vendor.

6.7 Notification of Selection/RFP Conclusion

Notification of selection will be by "Letter of Award" issued by BED Purchasing. Upon selection, BED and the successful proposer(s) will negotiate a contract(s). Should negotiations fail to result in agreement, BED reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with their best interests. By issuing this RFP, BED is not obligated to award a contract or issue a purchase order.

7. 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.

7.1 Proposal Content & Organization

Proposals must contain the following items to be considered a complete response to this RFP:

1. Corporate Summary
2. Proposed Solution
3. Project Experience & References



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4. Vendor Team & Partnership Experience
5. Project Schedule
6. Expectations for Customers
7. Contract Templates
8. Proposed Pricing
9. Attachment A: Minimum Information Technology Specifications
10. Attachment B: Insurance Requirements
11. Attachment C: Purchase Order Terms and Conditions
12. Attachment D: Livable Wage Ordinance Certification
13. Attachment E: Outsourcing Ordinance Certification
14. Attachment F: Union Deterrence Ordinance Certification

Corporate Summary

Provide vendor legal name, vendor primary project contact and contact information, legal form of vendor company (including any parent company), corporate history, number of years in business, number of electric utility clients, average customer base of electric utility customers, and financial condition. Proposers that seek to partner with other solutions providers to provide a solution 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.

Proposed Solution

This section should describe the vendor's proposed solution, highlighting what they believe to be their competitive strengths, market differentiators, and direct value in helping BED achieve their goals. Vendor responses should include the following elements:

- Municipal and electric utility experience overview—please discuss relevant experience with municipal government entities and electric utilities.
- Capabilities and approach to providing 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.
- Proposal shall describe all warranties it will provide and the time length of such warranties

Project Experience & References

This section should describe briefly the top five 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. Projects and references given should be relevant to this RFP's project scope, type of municipality/utility served, and scale/size of municipality/utility served. References should list contact name and current contact information (e-mail address and



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phone number). BED reserves the right to contact these references without notifying the vendor in advance.

Vendor Team & Partnership Experience

Describe the qualifications of the Bidder's project technical leader and associated lead electric subject matter experts for this engagement over whom BED will have full approval rights.

The vendor team would ideally be associated with the project and references provided, but this is not mandatory. For all team members, include years of experience in municipal government or electric utilities, years of experience at the vendor company, and number of implementations performed. If multiple solutions providers are working together as a team, the corporate relationships between all solutions providers should be discussed to define clear division of roles and accountability. Additionally, any historical context related to how the various solutions providers previously have worked together should be discussed.

Project Schedule

Vendors should include a tentative project timeline showing the major milestones and their durations for the vendor's implementation of the new GIS.

Expectations for Customers

Vendors should describe their expectations for BED in implementing and maintaining the vendor's solution.

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.

Proposed Pricing

Vendors shall include in the response, or attachment there to, a detailed cost breakdown of the proposal by services proposed.

BED is cognizant that vendors may require further information and data before being able to provide a finalized cost estimate. Conversely, BED believes that the technical details above provide a substantially basis for vendors to be able to provide an accurate expectation of anticipated costs. It is strongly recommended 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 submission.

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. 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.



Attachment B: Insurance Requirements

The vendor should indicate that they have thoroughly reviewed and understand Attachment B.

Attachment C: Purchase Order Terms and Conditions

The vendor should indicate that they have thoroughly reviewed and understand Attachment C.

Attachment D: Livable Wage Ordinance Certification

The vendor should complete the first page of this section and submit it as part of their proposal.

Attachment E: Outsourcing Ordinance Certification

The vendor should complete the first page of this section and submit it as part of their proposal.

Attachment F: Union Deterrence Ordinance Certification

The vendor should complete the first page of this section and submit it as part of their proposal.

7.2 Proposal Submission & Receipt

Proposal Submissions

All proposals must be submitted electronically via upload to BED's secure RFP 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 #039-26: GIS UN Implementation – 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.

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.

Ownership of Proposals

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

8. RFP Terms & Conditions

8.1 Proposal Expenses

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. BED assumes no liability for payment of any expenses incurred by any vendor in responding to this RFP or for any work performed prior to the approval of an executed contract.

8.2 Acceptance or Rejection of Proposals

Vendors must comply with all provisions as outlined in this solicitation in order to be considered. 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 judgment 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.

8.3 Ownership of Proposals

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

8.4 Oral Agreement and Arrangements

Any alleged oral agreement or arrangement made by a vendor with BED or any employee thereof will be disregarded in any BED proposal evaluation or associated award.

8.5 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.

8.6 Vendor Demonstration of Proposed Services

Vendors may be asked to demonstrate specific proposed services or products including program components, software, and hardware included in their response. Any requested demonstration will be provided during business hours either virtually or at a site approved by BED and without cost to BED.

8.7 RFP Opening

There will be no formal RFP opening. All information in the RFPs responses will not be released until such is awarded by BED and accepted by the winning contractor. Vendors wishing to receive an overview of RFP results or to review the RFPs that were submitted after the award may do so by submitting a written request to BED's Purchasing Department.

8.8 Notification of Selection

Notification of selection will be by "Letter of Award" issued by BED Purchasing. Upon selection, BED and the successful proposer(s) will negotiate a contract(s). Should negotiations fail to result in agreement, BED reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with their best interests. By issuing this RFP, BED is not obligated to award a contract or issue a purchase order.

8.9 Contract Provisions

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



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provisions of BED. The selected proposal in whole or in part and this Bid Document and any associated Addenda may be incorporated into and made a part of the final contract. The final award of this contract will be subject to Bidder's execution of such a contract and the contract's approval by the issuance of a formal Purchase Order by BED.

Proposals should include an acknowledgment that the following standard provisions regarding termination shall be included in the contract to be entered into between BED and the successful proposer: "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."

Vendors contracting with BED must also comply with all applicable Federal, State, and local laws, including but not limited to the City of Burlington Livable Wage, Non-Outsourcing, and Union-Deterrence Ordinances and shall provide the required certifications attesting to compliance with these ordinances (see attachments D-F).

8.10 Vendor Misrepresentation

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.

8.11 Erroneous Awards

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

8.12 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



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material so identified rests with BED. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL."

8.13 Offer of Gratuities

By submitting a proposal, 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, or the vendor's employees.

8.14 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.

8.15 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 reserve the right to negotiate separately with any source to serve the best interest of BED. ALL SUBMITTED BIDS BECOME THE PROPERTY OF BED. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPEN FOR PUBLIC VIEWING.



9. Appendices & Attachments

Attachment A: Minimum Information Technology

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 BED's IT department.

- 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 or Entra ID is preferred.
- Sensitive data must be protected. 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 explicitly signed remote management agreement between the vendor and the utility.
- Temporary remote access to systems can be accomplished via Microsoft Teams. In some limited circumstances, a utility-provided web-based RDP tool 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),



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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.



Attachment B: Insurance Requirements

BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)

MINIMUM INSURANCE REQUIREMENTS: TYPE 3

Contractor's Order

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

	<u>COVERAGE</u>	<u>MINIMUM LIMIT</u>
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 B.E.D. 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 B.E.D. 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 B.E.D. 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. Forward certificate of insurance to Burlington Electric Department, 585 Pine St., Burlington, VT 05401, Attention: Director of Purchasing & Facilities.

- 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** B.E.D. 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 B.E.D. as additional insured.

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Attachment C: Purchase Order Terms and 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



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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



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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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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) 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 \$17.96 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 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 therein, 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.



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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 _____ (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 _____, ____ this _____ day of __, 20__ .

By: _____ Duly Authorized Agent



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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 _____, ____ this ____ day of _____, 20__.

By: _____ Duly Authorized Agent