



BED Fiber Splicing for Champlain Parkway Project

RFP #023A-26

9/11/25

Paul Charbonneau
Director of Purchasing & Facilities
Burlington Electric Department
585 Pine St
Burlington VT 05401
Ph: 802-809-1107
Email: pcharbonneau@burlingtonelectric.com

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

I. Request for Proposal

The City of Burlington Electric Department invites proposals for an outside contractor to perform splicing of an existing overhead 96-count BED owned fiber optic cable to a new underground 96-count fiber optic cable at two pole locations.

II. Project Location

In city right of way near
1149 Pine Street
Burlington, VT 05401

III. Detailed Requirements

A. Summary

As a part of the Champlain Parkway project, all utilities crossing the new Parkway Road must be underground. BED owns a piece of fiber optic cable that crosses the Champlain Parkway from Queen City Park Road to Pine St that must be spliced into the new duct bank that crosses the road.

B. Scope of Work

A new conduit system between two riser poles on the north side and south side of the Champlain Parkway roadway along Pine St has been installed by the project contractors. BED line crews will pull in a new section of fiber optic cable in the new duct bank at each riser pole and will provide sufficient slack at each end to lower the new and existing cable down to ground level for the contractor to perform splicing. BED line crews will also raise the spliced fiber cables back into the primary space once all work is completed by the contractor.

The new and existing fiber optic cable is a single mode 96-count fiber optic cable. The cable is an active line, and the contractor shall perform their splicing with minimal communication disruptions.

BED will provide splice cans for the contractor to utilize for splicing work. BED's standard fiber splice can is the CommScope FOSC450B66NT0B3V.

Work is expected to occur within BED's normal business hours of Monday-Friday 7:00 AM-3:00PM. Any work that is expected to occur outside of normal business hours shall be disclosed in the RFP response.

Contractor shall be aware that the site where the splicing will occur is on an active construction site and shall follow all safety requirements of BED and the Champlain Parkway project.

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

C. Site Walkthrough

A site walkthrough will occur at the end of Pine Street near 1149 Pine Street in the city right of way. All contractors participating in the RFP process must attend the site walkthrough.

D. Safety

Prior to the start of contracted work, the assigned BED employee(s) will review, with the Contractor, the written safety information located on the BED Purchase Order. The information is:

THE CONTRACTOR SHALL COMPLETE A DAILY WRITTEN PRE-JOB SAFETY BRIEFING PRIOR TO COMMENCING ANY WORK FOR BED. THAT WRITTEN BRIEFING SHALL BE MADE AVAILABLE UPON REQUEST. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE STANDARDS (SPECIFICALLY INCLUDING OSHA, VOSHA AND ANY OTHER STATE AND LOCAL OSHA PROGRAM), LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION FOR THE SAFETY OF PERSON OR PROPERTY TO PROTECT THEM FROM DAMAGE, INJURY, OR LOSS. CONTRACTORS SHALL ERECT AND MAINTAIN ALL NECESSARY SAFEGUARDS FOR SUCH SAFETY AND PROTECTION.

BED will transfer information (site specific) such as status of power lines and clearance orders, grounding requirements, environmental requirements, potential hazards, and BED expectations. All this shall be documented through a BED safety tailboard prior to work beginning. BED will also update Contractor immediately, via a new BED safety tailboard, if any such information changes. In addition to receiving this briefing, the Contractor is still required to complete their own task specific written job briefing. This is to be done daily and will be verified by the assigned BED employee(s) upon BED's daily communication with the Contractor.

E. Proposal Format

Part I -- Summary

This section should contain a summary of the company and contact information including name, mailing address, email address, and phone number.

Part II -- Technical Proposal

This section should describe the proposer's approach and plans for accomplishing the Scope of work. This section should contain but is not limited to the following:

- Materials – description of all materials contractor is expected to need to perform their work.

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

- Any documentation the contractor needs from BED regarding our fiber network and active pairs.
- An expected duration for the work and outage times for critical fiber pairs.

Part III -- Cost Proposal

This section should provide the fixed cost to complete the project as outlined in the RFP.

Part IV -- Professional Experience & References – Unit Information

This section should contain all pertinent information relating to the proposer's organization, including licensure and experience demonstrating that the proposer is well-qualified to complete the project. This information must also include any sub-contractors that would be involved in the project.

Part V -- Additional Information

This section should contain any additional information that the proposer feels is pertinent information that has not been mentioned anywhere else in the RFP.

IV. Proposed Schedule

Milestone	Date
Release of Formal RFP	9/11/2025
Site Walkthrough	9/18/2025 10:30 AM
Last Date to Submit Written Proposal	9/25/2025 5 PM
Evaluation of Proposals	9/25/2025-9/26/25
Selection of contractor	9/26/2025
Date project may begin	9/29/2025
Date project must be completed	10/24/2025

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

V. Evaluation of Proposals

Proposal evaluation criteria will include but are not limited to:

- Quality of the proposal
- The cost of the proposal along with any additional cost BED would incur.
- Risks associated with the proposal
- Qualifications and experience of company/personnel
- The ability to meet the requirements of the RFP
- Prior performance of the proposer on projects of similar scope and size
- Compliance with the terms, conditions, and other provisions of the RFP
- Proof of insurance.
- Livable Wage Certificate
- Outsourcing Ordinance
- Union Deterrence

A. Amendment or Cancellation of RFP

The Department reserves the right to amend or cancel this RFP at any time if the best interest of the Department requires such action. The Department also reserves the right to award all or partial parts of the RFP to any or several suppliers or whatever is in the best interest of the Department.

B. Proposal Modifications

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

C. RFP Events and Timing

See section IV. Proposed Schedule

The timing and sequence of events for this project will be determined by the Department. The schedule is planned as above; vendor contacts will be notified of any amendment to this schedule during the RFP Process.

D. Proposal Expenses

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

E. Acceptance or Rejection of Proposals

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

The Department 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 the Department will be served. The Department 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 the Department. The Department also reserves the right to award all or partial parts of the RFP to any or several suppliers that are in the best interest of the Department.

F. Ownership of Proposals

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

G. Oral Agreements and Arrangements

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

H. Provider Presentation of Supporting Evidence/Surety

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the Department deems necessary to fully establish the performance capabilities represented in their proposals.

I. Vendor Demonstration of Proposed Services

Not applicable.

J. Vendor Misrepresentation or Default

The Department 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 Department contract.

K. Erroneous Awards

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

L. Public Records

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

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 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 the Department, the final administrative authority to release or exempt any or all material so identified, rests with the Department. **All materials for which a respondent would like to claim confidential treatment should be uploaded, along with the rational for confidentiality, to the web site <https://www.burlingtonelectric.com/rfp> in a separate file and with "CONFIDENTIAL" as part of the file name.**

M. Offer of Gratuities

The vendor warrants, represents and certifies that no elected or appointed official or employee of the Department has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by the Department 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.

N. Inspection of Work Performed

BED will inspect work as it is performed and upon completion of the project. BED reserves the sole right to judge if work is completed satisfies the requirements as specified in this RFP and project contract.

O. 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.

P. Employee Contact

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

Any contact with any employee that is not authorized by the Purchasing Department could be considered a violation of the RFP process and could make your submission null and void.

Q. Questions

All technical questions should be directed to Burlington Electric Department Purchasing Department (purchasing@burlingtonelectric.com) and must include the RFP Number in the Subject Line.

VI. Contract Provisions

The obligations of the Department may only be established by a final contract, executed by both parties, that has received all required local and state approvals. Any contract to be entered into between the Department 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 Department contract provisions.

1. Termination

The contract to be entered into between Burlington Electric Department 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, the Department 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.

2. Disclaimer

The Burlington Electric Department 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.

3. Delivery of Proposals

There will be no formal RFP opening. All RFPs are to be uploaded to our secure web site <https://www.burlingtonelectric.com/rfp> using your unique login (registration is required). When registering, please select "Consultant" for the category. We will not accept any mailed or emailed responses. In order to be accepted they must be uploaded to the website by the specified date and time. Sending the response to anyone other than this method will make your submission void and will not be accepted.

4. RFP Opening

RFP#023A-26 BED Fiber Splicing for Champlain Parkway Project

There will be no formal RFP opening. Information in the RFPs will not be released until the contract is awarded. If you would like to receive the RFP overview results after the award you may do so only in writing (email) to our Purchasing Department. If you would like to review the RFPs that were submitted, you must submit a letter to our Purchasing Department requesting a meeting to review the files in person.

5. Notification of Selection

Award of this bid will be by "Letter of Award" issued by communication from the Department along with a draft contract for the provision of services.

6. Contract Negotiation

Upon award, the Department and the successful proposer will negotiate a contract. The final terms of the contract shall be subject to negotiation between the parties. 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. BED reserves the right to terminate such negotiations at any time, and select another proposal, issue a new RFP, or take other action consistent with the best interest of the Department at its sole discretion.

By issuing this RFP the Department is not obligated to award a contract.

7. Right to Submit a Proposal on BED Contracts

Any supplier that is in good standings with all city departments within the City of Burlington may submit a proposal for provision of energy supply as described above. If a potential supplier is found to owe funds or has been removed from any RFP lists within any city department, their RFP will not be considered. Supplier must comply with all provisions as outlined in this RFP in order to be considered.

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

8. 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. 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 subject to any confidentiality requirements applicable under Vermont's Access to Public Records Law exclusions.