Town of Wilmington, Vermont - Request for Proposals (RFP)

Public Safety Facility (PSF) Solar Rooftop Project
Town of Wilmington, Vermont
Issue Date: 01/27/2026
Proposal Due: 12:00 PM on 02/27/2026

1. Purpose and Intent
Important: This project is contingent on voter approval of the bond on March 3, 2026; review of proposals will follow, with a Wilmington DRB permit required (Town appearance February 3) and tentative construction starting May 18, 2026.

The Town of Wilmington (the "Town") is requesting proposals from qualified firms for the turnkey design, permitting, utility interconnection, construction, commissioning, and closeout of a low-profile rooftop solar photovoltaic (PV) system at the Public Safety Facility, 40 Beaver Street, Wilmington, VT 05363.

The system design and installation must ensure no interference with existing or future emergency radio, antenna, or communications equipment on the rooftop, and must provide unrestricted access for maintenance, upgrades, or emergency operations.

This is a Request for Proposals (RFP), not a low-bid Invitation for Bid. The Town intends to select the proposal that represents the best overall value, considering price, technical approach, experience, schedule, and risk management. The Town anticipates municipal ownership of the solar PV system. The Town is an equal opportunity employer and is committed to equal opportunity in its contracting process.

2. RFP Schedule and Submission Requirements

2.1 Schedule

- RFP Issued: 1/27/2026
- Recommended Pre-Proposal Site Visit: 2/10/2026 at 10:00 AM (on site). Proposers are strongly encouraged to inspect all rooftop communications, antennas, and related infrastructure during the site visit to understand clearance and access requirements.
- Questions Due: 2/13/2026 at 4:00 PM
- Proposals Due: 2/27/2026 at 12:00 PM

2.2 Submission

Proposals shall be sealed and clearly marked:
“Public Safety Facility Rooftop Solar RFP – 1/27/2026”

Proposals shall be delivered to and in hand on 2/25/2026 by 12:00 PM:
Town of Wilmington
PO Box 217
Wilmington, VT 05363

Electronic submissions will not be accepted.

Late proposals will not be accepted.

Questions shall be submitted in writing to:
Scott A. Tucker, Town Manager
Email: stucker@wilmingtonvt.us
Phone: (802) 464-8591, x-123

Responses to questions will be issued to all known proposers by email and posted on the Town website.

3. Evaluation and Award

Proposals will be evaluated using a best-value approach. Evaluation criteria will include, but are not limited to, the following:

- Total project cost, pricing structure, and clarity of exclusions and assumptions
- Technical approach and system design, including compliance with applicable codes and best industry practices
- Demonstrated experience with municipal rooftop solar projects of comparable size and complexity
- Demonstrated experience working on facilities with active emergency radio and antenna systems, including interference avoidance and coordination
- Experience with the IRS Elective Pay (Direct Pay) program and related federal compliance requirements
- Project schedule, staffing plan, and ability to meet required deadlines
- Identification, allocation, and management of project risks
- Protection of rooftop emergency communications equipment, including interference prevention, physical separation, and ongoing maintenance access
- Equipment, workmanship, and performance warranties
- Monitoring capabilities and operations and maintenance (O&M) offerings
- System performance measures, including consideration of seasonal variability

The Town reserves the right to award a contract based on initial proposals without interviews, to request clarifications, and to determine the proposal that best serves the Town's interests.

4. Minimum Qualifications

Proposers must:

- Be licensed to do business in the State of Vermont
- Have a minimum of three (3) consecutive years of relevant business experience
- Demonstrate experience with comparable rooftop PV installations
- Provide three (3) references for similar projects completed within the last five (5) years

5. Project Scope of Work

5.1 General Scope

The selected proposer shall provide all labor, materials, equipment, supervision, and services necessary to deliver a complete and operational rooftop PV system, including but not limited to:

- Site assessment and system design based upon applicable codes and best industry standards
- Permitting and inspections
- Coordination with Green Mountain Power (GMP) and all required filings through final interconnection approval, including any required Certificate of Public Good (CPG)
- Procurement, delivery, and installation of equipment
- Commissioning and testing
- Training and closeout documentation, including all design drawings with all components, model numbers, and manufacturers identified.

5.2 System Description

- **Installation Type:** Flat-roof, ballasted rooftop PV system (penetrations minimized). Proposer shall perform a roof assessment, ensure structural integrity with the proposed system; shall identify the engineer or engineering firm.
- **Target Size:** System size shall be proposed by the bidder based on facility peak and energy usage, rooftop constraints, code requirements, and best value to the Town. Proposers shall provide estimated DC and AC system capacity and annual energy production over the life of the equipment.
- **Electrical Configuration:** System interconnected to the building electrical service pursuant to all applicable codes and GMP requirements.

Proposer may suggest alternative configurations provided they clearly identify deviations and rationale and can meet GMP requirements.

5.3 Emergency Communications and Rooftop Access

- The installation shall **not interfere** with the operation, signal integrity, or coverage of existing or future emergency radio and communications equipment. Radio systems are both UHF and VHF.
- The proposer shall maintain all required clearances from antennas, mounts, cabling, and other communications equipment.
- Rooftop access for emergency or routine maintenance must remain unrestricted; pathways, hatches, ladders, and fall-protection systems shall remain fully accessible.
- **The solar installation shall be designed to allow rooftop maintenance and repairs without requiring removal of the PV system.** If removal or repositioning is determined by the Town to be unavoidable, such work shall be performed promptly, coordinated with the Town, and at no additional cost to the Town.
- The proposer is responsible for any damage to antennas, roof, or communications equipment during installation, maintenance, or removal.
- **See Special Conditions, attached.**

6. Roof and Structural Requirements

- Proposer shall provide a letter from a licensed structural engineer certifying that the roof can safely support the proposed system.
- Proposers shall identify all structural assumptions, including maximum roof loading (psf).
- Systems shall comply with all applicable wind and snow load requirements.
- Structural upgrades or roof replacement, if needed, shall be excluded or offered as alternates. Any included work must maintain the existing roof warranty and shall be reviewed and **approved by the original roof installer and warranty holder**.
- The solar installation shall be designed and constructed to allow future roof inspection, maintenance, and repair **without requiring removal of the PV system and without compromising the existing roof warranty**. If temporary removal is determined by the Town to be unavoidable, the Proposer shall coordinate directly with the original **roof installer** and shall provide procedures and costs for temporary removal and reinstallation of the PV system.

7. Electrical and Utility Interconnection

- Identify proposed point of interconnection and any required electrical upgrades.
- Comply with all applicable NEC, state, and local codes.
- Any upgrades mandated by GMP, with estimated costs, shall be clearly identified, listed separately, and excluded from the base price, unless the Town directs otherwise.
- Coordinate all GMP interconnection activities; the proposer is responsible and should begin planning early in the project.
- Proposer shall ensure that no electrical or EMF interference affects rooftop communications or emergency radio systems, including both UHF and VHF frequencies (see Special Conditions for full requirements).

8. Energy Production

Proposals shall include:

- Estimated peak system capacity (kW)
- Estimated annual energy production (kWh)
- Modeling software used
- Key assumptions, including tilt, orientation, and snow loss

Production estimates are informational only and shall **not** be construed as guarantees unless explicitly proposed.

9. Equipment and Warranties

- PV modules shall be manufactured by a BloombergNEF Tier 1 manufacturer at the time of procurement (anticipated 2026) or demonstrate equivalent financial strength and market bankability.
- Inverter type (string or microinverter) shall be identified.

Minimum warranties:

- Modules: 25-year performance warranty

- Inverters: Manufacturer's standard warranty
- Workmanship: Minimum five (5) years.

10. Construction, Safety, and Schedule

Time is of the essence. The Town requires an expedited schedule. Proposals shall demonstrate the ability to meet federal "beginning of construction" requirements and overall project deadlines.

- Proposers shall identify specific activities that will achieve **at least five percent (5%) of total project costs incurred or equivalent qualifying construction activity prior to July 4, 2026, consistent with IRS guidance for commencing construction.**
- Proposers shall clearly identify which activities, materials, or expenditures are anticipated to qualify toward the 5% threshold.
- Final system completion, commissioning, and closeout shall occur **no later than December 31, 2026.**

Construction may begin only after the Town issues a Notice to Proceed, following completion of all required permits and utility approvals. Proposers must provide a realistic project schedule and periodic progress reports.

- OSHA and VOSHA compliance is required.
- Contractors shall provide roof protection and debris management throughout construction.
- Proposer shall coordinate all work around emergency communications equipment to avoid disruption and provide temporary protections as needed.

11. Monitoring, Training, and O&M

- Provide system monitoring with Town notification of abnormal system operations within 24 hours.
- System monitoring must be accessible to the Town on an ongoing basis.
- Provide owner training (video or in-person).
- Provide O&M manuals and as-built drawings. Manuals shall include procedures for accessing rooftop equipment without affecting solar system performance.
- Optional O&M services shall be clearly identified and separately priced.

12. Federal Tax Credits and IRS Elective Pay

The Town intends to pursue federal tax incentives through the IRS Elective Pay (Direct Pay) program. The selected contractor shall be experienced in designing and constructing projects consistent with applicable IRS Elective Pay requirements, including but not limited to prevailing wage, apprenticeship, domestic content, and beginning-of-construction rules.

The Town acknowledges that federal guidance may evolve and that eligibility determinations are ultimately made by the IRS. Contractors may provide good-faith estimates only and shall not represent, warrant, or guarantee the Town's eligibility for Elective Pay or the amount of any reimbursement. All federal tax compliance risk and filing responsibility remains with the Town. Contractor shall reasonably cooperate with the Town and its advisors in documenting compliance.

13. Insurance and Indemnification

Insurance requirements shall remain consistent with Vermont municipal standards and include:

- Commercial General Liability ($1,000,000 per occurrence / $2,000,000 aggregate)
- Automobile Liability ($1,000,000 combined single limit)
- Workers' Compensation (statutory) with Employer's Liability ($500,000)
- Umbrella/Excess Liability ($2,000,000)

The Town shall be named as an additional insured on a primary and non-contributory basis for ongoing and completed operations, with waiver of subrogation where permitted. Certificates of insurance shall be provided prior to mobilization.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town and its officers, employees, and volunteers from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Work, including any interference with or damage to emergency communications equipment or antennas, except to the extent caused by the Town's sole negligence.

Subcontracting or assignment shall require prior written consent of the Town. All approved subcontractors must meet the same insurance and contractual obligations as the Contractor.

14. Bonding Capacity

Statement from surety indicating ability to provide performance and payment bonds for the full contract amount.

- Performance Bond: 100% of contract sum
- Payment Bond: 100% of contract sum

15. Payment Terms

- Progress payments permitted, based on verified work completed.
- Retainage: 10% to Substantial Completion; 5% retained to Final Completion and delivery of closeout documents.
- No advance payments; Net-30 payment terms.

16. Town Rights

The Town reserves the right to reject any or all proposals; waive informalities or minor irregularities; request clarification or additional information; negotiate scope and pricing; and take any action deemed to be in the best interest of the Town.

Award of any contract shall be subject to availability and appropriation of funds and all required municipal approvals. The Town may cancel or amend this RFP at any time without liability.

In the event of any conflict within this RFP, requirements protecting emergency communications, emergency operations, and roof warranty integrity shall govern.

17. Proposal Contents

The Town shall not be responsible for expenses incurred during the preparation of proposals. All proposals become the property of the Town upon submission, subject to the Vermont Public Records Act.

At a minimum, proposals shall include:

- Project approach and system description
- Preliminary layout or schematic
- System performance measures, including seasonal variability
- Energy production estimate
- Project schedule
- Pricing with clear identification of exclusions, alternates, and optional services (pricing to be submitted separately from technical proposal)
- Qualifications and references
- **Description of measures to protect rooftop emergency communications equipment, maintain access for maintenance and emergencies, and mitigate potential RF interference.**

18. Pricing Form

Proposers shall submit a lump-sum base price, with clearly identified alternates, and optional services. Pricing shall be inclusive of all labor, materials, equipment, overhead, and profit necessary to complete the Work, as described.

Elective Pay Cost Eligibility Table (Required)

Proposers shall complete and include the following table or create their own list with these elements:

Cost Category	Estimated Cost ($)	Eligible for Elective Pay (Yes/No)	Notes / Assumptions
PV Modules			
Inverters			
Racking / Ballast			
Electrical Materials			
Labor			
Engineering & Design			
Permitting & Interconnection			
Construction Management			
Other (specify)			
Total Project Cost			

Total Estimated Eligible Costs

Eligible Cost Percentage (%)

19. Special Condition (Mandatory Response Required)

Emergency Communications Protection and Rooftop Access
This Special Condition is mandatory. Proposers shall provide a written, project-specific response describing how the requirements below will be met. Failure to meet the minimum requirements of this Special Condition shall render the proposal non-responsive and ineligible for award, regardless of price or other evaluation scores.

Priority of Public Safety Systems

The Public Safety Facility roof contains active emergency radio and communications infrastructure. Emergency communications systems are mission-critical public safety assets and shall have absolute priority over the solar PV system in all aspects of design, installation, operation, maintenance, and repair.

No portion of the proposed solar installation shall impair, obstruct, degrade, or interfere with the operation, reliability, coverage, or accessibility of emergency communications equipment.

Interference Prevention Requirements

The proposed solar PV system shall be designed, installed, and operated to **prevent electromagnetic interference (EMI), radio frequency interference (RFI), signal attenuation, reflection, or degradation** affecting emergency communications.

At a minimum, proposers shall:

- Identify all PV system components that could generate EMI/RFI, including inverters, optimizers, rapid shutdown devices, conductors, and monitoring equipment
- Certify that all proposed equipment is UL-listed and compliant with FCC Part 15, Class B emission limits
- Describe grounding, bonding, filtering, shielding, and cable management measures used to mitigate interference
- Maintain appropriate horizontal and vertical separation distances between PV equipment and antennas, feed lines, waveguides, and related infrastructure
- Confirm that PV equipment will not obstruct antenna line-of-sight or alter antenna radiation patterns

Design Coordination and Review

Proposers shall:

- Coordinate design assumptions with the Town and its designated emergency communications representative. Two radio systems are in use at the facility—UHF and VHF—with VHF being the more sensitive.
- Acknowledge that the Public Safety Facility is an active emergency services facility serving both Fire and Police operations. Accordingly, any site disruptions, changes in use, or project scheduling impacts shall be clearly identified and coordinated well in advance and shall not interfere with emergency response capabilities or ongoing operations.
- Submit a preliminary rooftop layout clearly identifying antennas, communications equipment, exclusion zones, access pathways, and proposed PV equipment.
- Accommodate reasonable design adjustments required to protect emergency communications systems.

Access and Operational Continuity

The proposed PV system shall:

- Provide continuous, safe, and unimpeded access to all emergency communications equipment at all times
- Not require removal, de-energizing, or disassembly of PV equipment to perform routine or emergency communications maintenance
- Include code-compliant rooftop pathways and clearances suitable for year-round emergency access

Post-Installation Verification

Following installation and commissioning, the selected contractor shall cooperate in operational verification testing, as reasonably requested by the Town, to confirm that the PV system does not interfere with emergency radio or communications performance.

Corrective Action and Remedies

If the PV system is determined at any time to interfere with emergency communications:

- The contractor shall immediately investigate and correct the condition at **no cost to the Town**
- If interference cannot be resolved through reasonable mitigation, the contractor shall modify or remove the offending equipment, including partial or full system removal, **as directed by the Town**, if necessary, at the contractor's sole expense.
- These obligations shall survive project completion and acceptance.

Risk Allocation

The contractor shall assume all risk and responsibility for impacts to emergency communications arising from the solar installation. No claim for additional compensation, schedule relief, or change order shall be permitted for corrective actions required under this Special Condition.

Appendix A – Bidder Questions & Addenda Process