



SOLAR CANOPY

RFP# 003-27

DATE 7/22/2026

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

I. Request for Proposal

The Burlington Electric Department (BED) is soliciting interest through this Request for Proposals (RFP) from entities able to design and implement systems to install a solar canopy at our customer parking lot at 585 Pine Street, Burlington VT.

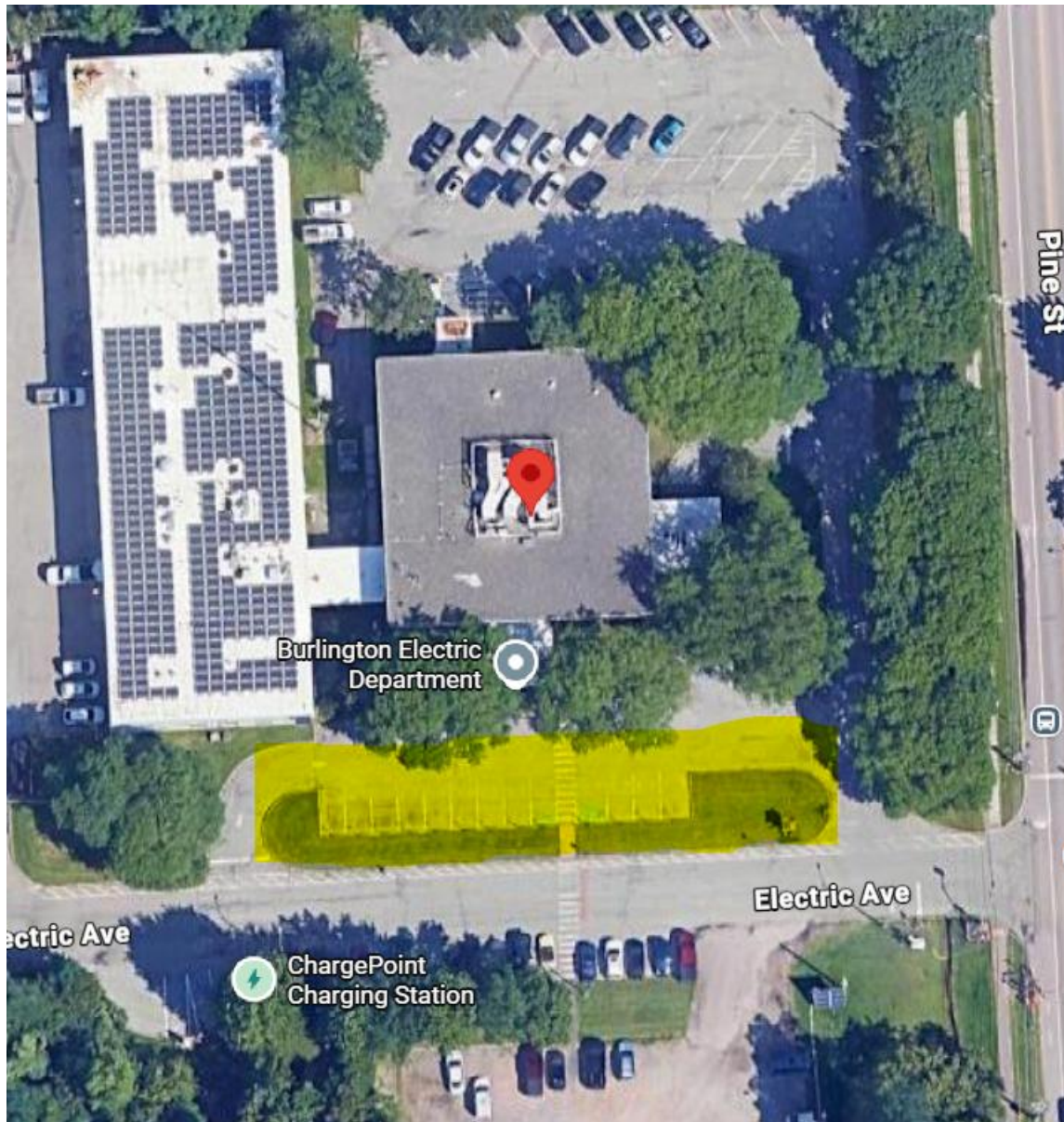
BACKGROUND

The [Burlington Electric Department](#) is the municipal utility for the City of Burlington, and Burlington was recognized in 2014 as the first city in the nation to source 100 percent of its power from renewable generation. Burlington has also been named a top solar city in the Shining Cities reports and has been a long-time supporter of solar development including utility-owned solar (such as our rooftop installation at 585 Pine Street), net metered customer site solar, and power purchase agreements (with the largest being a 2.5 megawatt solar project in the New North End of Burlington).

To continue our efforts to support in-City solar, Burlington Electric is contemplating developing a solar parking canopy for its customer/visitor parking site at 585 Pine Street. BED will be looking for a solar canopy that has at least 100 kW of solar panel capacity, provides cover for parking spaces, is compatible with soil management requirements, for aesthetic purposes is a timber or wood frame, and has bi-facial panels that can produce even during snow conditions. BED is looking to invest in and own the system but would consider power purchase agreement options.

II. Project Location

Burlington Electric Department, 585 Pine Street, Burlington VT 05401 (see yellow shaded area for proposed parking canopy solar installation).



III. Detailed Requirements

A. Summary

The purpose of this RFP is to solicit expressions of interest and more detailed information from prospective entities able to design, permit and build a timber/wood frame solar canopy for BED's customer parking lot at 585 Pine Street.

B. Responses and Proposal Format and Requirements

In addition to a general timeline for undertaking any proposed project, RFP responses should include (in a maximum of 8 pages, not including resumes and appendices) sufficient information for BED to evaluate the business case of any proposal(s) at least at a high level and the following components are considered a minimum:

- A. General description including pricing (inclusive of any available incentives) of the project including solar kW capacity;
- B. Whether panels are traditional or bi-facial;
- C. Estimated annual production and degradation;
- D. Estimated annual O&M costs for BED ownership;
- E. Availability of maintenance agreements and cost (in addition to D not as an alternative) with sample contract(s);
- F. Manufacturer warranties for panels, inverters, and other main components;
- G. Estimated lifespans for all major components;
- H. Canopy design, and ability to limit ground penetration for soil management purposes and confirmation the canopy would not obstruct parking and snow plowing; and
- I. Experience in other similar applications and references (optional).

All RFP responses must be received by BED no later than 5:00 EST, **August 12th, 2026**. Submit 2 versions, upload: one digital copy in Word and one in PDF format. See section

VI. Contract Provision

3. Delivery of Proposals

C. Provided Documentation

NA

D. Site Walkthrough

No site walkthrough will be conducted. Interested respondents are welcome to visit the site which is open to the public.

IV. Evaluation

Proposal evaluation criteria will include but are not limited to:

- Quality of the proposal
- Cost of the proposal along with any additional cost BED would incur

RFP003-27 SOLAR CANOPY

- 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

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 due date unless such modification is specifically requested by the Department

C. RFP Events and Timing

All RFP responses must be received by BED no later than 5:00 EST, **August 12th, 2026**. Submit 2 versions, upload: one digital copy in Word and one in PDF

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

There will not be any formal response opening meeting. Submissions will be opened and reviewed immediately following the submittal deadline. During the evaluation process, BED reserves the right, where it may serve its best interest, to request additional information or clarifications. BED also reserves the right to terminate the process at any time at BED's sole discretion. Selection of a particular proposal, or the decision to select no proposals, is at BED's sole

RFP003-27 SOLAR CANOPY

discretion and will be based on the information provided in response to A-I above.

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

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 rationale 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 or the vendor's employees.

N. Inspection of Work Performed

RFP003-27 SOLAR CANOPY

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 and satisfies the requirements as specified in this RFP and the 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

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 James Gibbons (jgibbons@burlingtonelectric.com) and purchasing questions directed to Burlington Electric Department Purchasing Department (purchasing@burlingtonelectric.com) all questions must include the RFP Number in the Subject Line.

V. 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.

RFP003-27 SOLAR CANOPY

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

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.

RFP003-27 SOLAR CANOPY

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.

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 8473

Application of the City of Burlington Electric)
Department for a certificate of public good, pursuant)
to 30 V.S.A. § 248, for a 107 kW photovoltaic)
electric generating system)

Order entered: 4/16/2015

I. INTRODUCTION

In this Order, the Vermont Public Service Board ("Board") approves an Application¹ filed by the City of Burlington Electric Department ("Applicant") on March 13, 2015, requesting a certificate of public good ("CPG"), pursuant to 30 V.S.A. § 248, for a 107 kW photovoltaic electric generating system. The system is proposed to be located on the roof of the Applicant's premises at 585 Pine Street in Burlington, Vermont (the proposed "Project").

Notice of the Application in this Docket has been sent to all parties as specified in the Board's rules. The notice stated that any party wishing to submit comments or request a hearing in this matter must file comments with the Board within ten (10) working days of the date that the notice of the Application was sent.

No comments have been received.

The Board has reviewed the Application and accompanying documents and determines that, pursuant to 30 V.S.A. § 248, a CPG should be issued without further investigation or hearing.

II. FINDINGS

Based upon the Application and its accompanying documents, the Board makes the following findings in this matter.

1. The Project will be on property owned by the Applicant at 585 Pine Street in Burlington, Vermont. Application at Section 1.
2. The Project is to be erected on an existing structure. Application at Section 4.

1. Renewable electric generation facilities smaller than 150 kW are eligible to file using the Board's simplified application form that is typically used for net metering systems. 30 V.S.A. § 8007(a).

3. The Project consists of a photovoltaic electric generating system with a system-rated output of 107 kW AC. Application at Section 4 and Attachment.

4. The Applicant has certified that the Project is in compliance with all of the provisions of Section 3 of the Application. Application at Section 3.

III. ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the Public Service Board of the State of Vermont that the photovoltaic electric generating system proposed for construction and operation by the Applicant, in accordance with the evidence and plans submitted in this proceeding, will promote the general good of the State of Vermont, and a certificate of public good to that effect shall be issued in this matter, pursuant to 30 V.S.A. § 248.

DATED at Montpelier, Vermont, this 16th day of April, 2015.

<u>s/James Volz</u>	)	
	)	PUBLIC SERVICE
	)	
<u>s/Margaret Cheney</u>	)	BOARD
	)	
	)	OF VERMONT
<u>s/Sarah Hofmann</u>	)	

OFFICE OF THE CLERK

Filed: April 16, 2015

Attest: s/Judith C. Whitney
Deputy Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)

Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Board within thirty days. Appeal will not stay the effect of this Order, absent further order by this Board or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Board within ten days of the date of this decision and Order.

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 8473

Application of the City of Burlington Electric)
Department for a certificate of public good,)
pursuant to 30 V.S.A. § 248, for a 107 kW)
photovoltaic electric generating system)

Entered: 4/16/2015

CERTIFICATE OF PUBLIC GOOD ISSUED
PURSUANT TO 30 V.S.A. SECTION 248

IT IS HEREBY CERTIFIED that the Public Service Board ("Board") of the State of Vermont this day found and adjudged that the photovoltaic electric generating system proposed for construction and operation by the City of Burlington Electric Department, at 585 Pine Street in Burlington, Vermont (the "Project"), will promote the general good of the State, subject to the following conditions:

1. Operation and maintenance of the Project shall be in accordance with the plans and evidence submitted in this proceeding. Any material deviation or substantial change in the Project is prohibited without prior Board approval. Failure to obtain advance approval from the Board for a material deviation or substantial change from the approved plans may result in the assessment of a penalty pursuant to 30 V.S.A. §§ 30 and 247.
2. The Project shall comply with applicable existing and future statutory requirements and Board Rules and Orders.
3. This Certificate of Public Good may not be transferred without approval of the Board.

Dated at Montpelier, Vermont, this 16th day of April, 2015.

<u>s/James Volz</u>	)	
	)	PUBLIC SERVICE
	)	
<u>s/Margaret Cheney</u>	)	BOARD
	)	
	)	OF VERMONT
<u>s/Sarah Hofmann</u>	)	

OFFICE OF THE CLERK

Filed: April 16, 2015

Attest: s/Judith C. Whitney
Deputy Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)

State of Vermont Public Service Board

Application for a Certificate of Public Good for Net Metered Power Systems that are Non-Photovoltaic Systems Up to 150 kW (AC) in Capacity; or Photovoltaic Systems Greater Than 15 kW (AC) and up to 150 kW (AC) in Capacity¹

Net Metering Customer Name (please print): Burlington Electric Department

General Instructions:

Applicants must complete sections 1-3 and any other sections applicable to the type of system to be installed. Specific instructions for each type of system are included under the applicable section. For example, an applicant for a wind turbine system must complete sections 1-3, 5 and 8. **Failure to complete all applicable sections of this application may result in delay or denial.** Once the application form is completed, the applicant must mail the applicable sections of the completed application to the Public Service Board, the Vermont Department of Public Service, the applicant's respective utility, and to all other parties as specified in each of the sections applicable to the net metering project. For example, an applicant for a photovoltaic system installed on an existing structure is required to mail copies to the Public Service Board, the Department of Public Service, and his or her utility. Applicants must also submit a list of the persons that they have mailed a copy of the application to in accordance with the instructions for each type of installation along with the completed application. It is recommended that the applicant contact their utility *prior to applying for a certificate* in order to determine whether the utility's capacity regarding net metering projects has been met, and any utility specific requirements. Please contact the Public Service Board at (802) 828-2358 if you have any questions regarding this application form.

Notice To Those With Concerns About The Net Metering Proposal

If you have received a copy of this application, you have the opportunity to comment on the project and to request a hearing before the Public Service Board to raise any concerns you may have regarding this project. For all systems *with the exception of photovoltaic systems on existing structures*, if you wish to comment to the Public Service Board about this proposal or request a hearing, you must file your comments with the Board and the applicant within 30 days of the date that the application was sent to the Board and all required parties; if you wish to request a hearing, you must include your request with your comments. With respect to photovoltaic systems on existing structures, if you wish to comment to the Public Service Board about this proposal, you must file the comments and any request for a hearing with the Board and the applicant within *ten* working days of the date that the application was sent to the Public Service Board and all required parties. If you request a hearing, you must make a showing that the application raises a significant issue regarding one or more of the substantive criteria pursuant to 30 V.S.A. § 248. The Board may determine to hear evidence on the issue if it concludes that the project raises a significant issue with respect to one or more of those substantive criteria. Comments and requests must be in writing and sent to the Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701. If you have any questions, contact the Clerk of the Public Service Board at (802) 828-2358, e-mail address: psb.clerk@state.vt.us.

¹ Applicants for photovoltaic systems of 15 kW or less in capacity must use the Board's Net Metering Registration Form.

Customer Information**- Section 1.**

(Please print all information clearly)

Net Metering Customer Name: Burlington Electric Department

Service Address (please include street name and number; no P.O. boxes): 585 Pine Street

Town/City/State: Burlington, VT

Zip Code: 05401

Mailing Address (if different from above): Same

Daytime telephone: 802-865-7300

Utility & Account #: BED, No account number as service is for utility itself

Property owner name (if different than above): Same

Mailing address: _____

Town/City/State: _____

Zip Code: _____

Daytime Telephone: _____

Is this an amendment to an existing system? If so, please indicate the existing CPG No. _____

Date application was sent to the Public Service Board and other parties as required by type of net metering project: _____

Applicant must indicate the date the application was sent to the Board and other parties, and also submit a list of the names and addresses of the parties notified of this application along with the completed application.

Installer Information**- Section 2.**

(Please print all information clearly)

Installer Name: DC Energy Innovations, Inc.

Mailing Address: 5072 US Route 2

Town/City/State: North Hero, VT

Zip Code: 05474

Daytime Telephone: 802-363-1474

e-mail address: bgordesky@dceivt.com

Certification**- Section 3.**

The undersigned declares, under the pains and penalties of perjury, that:

- (1) having exercised due diligence and made reasonable inquiry, the information which I have provided on this form and any attachments is true and correct to the best of my knowledge;
- (2) the project for which this application seeks approval is in compliance with the land conservation measures contained in the applicable Town Plan which would apply if the project were not subject to 30 V.S.A. § 248;
- (3) the project is in compliance with all applicable state and federal requirements and has the necessary approvals for operation of this type of system;
- (4) any waste generated by the construction of this project will be disposed of at a state-approved disposal facility;
- (5) any construction activities will follow the recommendations of *the Vermont Erosion Control Handbook* (available from the Agency of Natural Resources, 1-802-828-1535 or anr.wsmdstormwatergeneral@state.vt.us);
- (6) the system will be installed in compliance with the interconnection safety and technological requirements of Public Service Board Rule 5.100; and
- (7) I have sent a copy of this complete application to all parties as required by this form.
- (8) Site preparation or construction of the project will not commence until a certificate of public good is issued.

Making false or misleading statements on this application is subject to penalties under 30 V.S.A. § 30 and/or revocation of any approval granted.

Customer Signature _____ Date _____

Installer Signature Bert Grodzky Date 3/5/2015

Renewable Attribute Election:

I elect to retain ownership of any renewable attributes associated with the system (*please circle one*) **yes or no.**

I elect to transfer ownership of any renewable attributes associated with the system to the serving utility (*please circle one*) **yes or no.**

If installing a photovoltaic (PV) system, complete Section 4.*

If installing a wind system complete, Sections 5 and 8.

If installing another type of net metering system, complete Sections 6 and 8.

If installing a group system, complete the sections applicable to the net metering system employed and Section 7.

***Ground mounted PV systems must complete Section 8 (environmental information). See instructions in Section 4 below.**

Photovoltaic System (PV) Information**- Section 4.**

PV Module Manufacturer:

Module Model Number: Solarworld 280 MonoNumber of Modules: 442Power Rating per Module: 280 DC WattsTotal Array Output: 123,760 DC Watts (no. of modules x power rating)System Capacity: 107,000 AC Watts (AC Nameplate Capacity of the Inverter(s))Inverter Manufacture: SolectriaInverter Model Number: 3 x PVI28TL + 1 x PVI23tl

Describe the physical location of the installation and/or mounting structure:

System to be installed on flat rooftop of warehouse section of building

Describe the physical location of the facility's lockable disconnect switch:

First floor mechanical room on east side of warehouse section of buildingInstallation Type (*please circle one*): an existing home or business; a new home or business; ground mount; other (please describe) Existing business

If you are installing a system that is not attached to an existing or new home or business, you must also complete Section 8 of this application.

Notice Requirements:

If you are installing a PV system on a new or existing home or business, you must send copies of this application to the Public Service Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service at 112 State Street, 3rd Floor, Montpelier, VT 05620-2601; and your utility.

If you are otherwise installing your PV system on a new structure, such as a pole-mounted system, then you must send a copy of the application to the Public Service Board; the Vermont Department of Public Service; your utility; the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); and all adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

Wind System Information**- Section 5.**

Wind Turbine Manufacturer: _____

Turbine Model Number: _____

Turbine Tower Height: _____ ft

Turbine Tower Diameter _____ ft

Rotor Diameter: _____ ft

Wind Turbine Power Output: _____ Watts

(Peak output up to 30mph wind speed)

AC Source (circle one): Inverter Synchronous Generator Induction Generator

Describe the physical location of the installation and/or mounting structure:

Describe the physical location of the facility's lockable disconnect switch:

If using an inverter, complete the following:

Inverter Manufacturer: _____

Inverter Model Number: _____

Inverter's Continuous AC Rating: _____ AC Watts

System Rated Output: _____ AC Watts (wind turbine power output x .95)

All applicants for wind systems must also complete Section 8 (Environmental Information) below.

Notice Requirements:

If interconnecting a wind system, you must send copies of this application to the Public Service Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service, 112 State Street, 3rd Floor, Montpelier, VT 05620-2601; your utility; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; and your adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

Other Types of Systems**- Section 6.**

Description of the type of net metering system employed (fuel cell, hydroelectric, biomass, etc.): _____

Manufacturer: _____

Model Number: _____

Rated Power Output (AC continuous): _____

System Rated Output (power output x .95) : _____ AC Watts

AC Source (circle one): Inverter Synchronous Generator Induction Generator

Describe the physical location of the installation and/or mounting structure:

Describe the physical location of the facility's lockable disconnect switch:

If using an inverter, complete the following:

Inverter Manufacturer: _____

Inverter Model Number: _____

Inverter's Continuous AC Rating: _____ AC Watts

Describe the physical location of the installation and/or mounting structure:

Describe the physical location of the facility's lockable disconnect switch:

All applicants for systems under this section must also complete Section 8 (Environmental Information) below.

Applicants for hydroelectric and biomass systems must submit copies of all necessary federal and state approvals for the project along with this application.

Applicants for biomass systems that utilize off-site waste resources must provide a detailed description of any waste transportation, storage, and handling related to the project.

Notice Requirements:

If interconnecting a system, you must send copies of this application to the Public Service Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service, 112 State Street, 3rd Floor, Montpelier, VT 05620-2601; your utility; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; and your adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

Please note that in order for a system to be eligible for net metering it must employ a renewable energy source that is being consumed at a harvest rate at or below its natural regeneration rate, pursuant to Board Rule 5.100.

Group System Information	- Section 7.
---------------------------------	---------------------

If interconnecting a group system, applicants must provide the required application information corresponding to the type of net metering system(s) to be constructed as outlined in sections 4-6. In addition, applicants must also provide on a separate sheet:

- (1) the meters to be included in the group system identified by account number and location;
- (2) the procedure for adding and removing meters included in the group system, and direction as to the manner in which the serving utility shall allocate any accrued credits among the meters in the group;
- (3) a designated person, including address and telephone number, responsible for all communications from the system to the serving electric utility, except for communications related to billing, payment, and disconnection; and
- (4) a binding process for the resolution of any disputes within the group system relating to net metering that does not rely on the serving electric utility, the Public Service Board or the Department of Public Service.

Please note that all meters included in a group system must be within the same electric utility service territory in which the generation facility is located.

You must complete this section if you are installing any one of the following:

- **A PV system on a new structure which is not a home or a business under Section 4**
 - **A wind system under Section 5**
 - **A system under Section 6**
1. State whether the system will be sited on, near, or within any of the following (*answer yes or no*): a floodway____ shoreline____ stream____ wetland____ historic site or district____ rare and irreplaceable natural area____ necessary wildlife habitat____ area where an endangered species is present____
- If the answer to any one of the foregoing is yes, please attach a separate sheet:
- (a) showing the location of the system in relation to the resource, and
 - (b) stating the impact which the system, including its installation, will have on the protected resource and what measures, if any, will be taken to minimize any such impact.
2. On a separate sheet, describe the visible and aesthetic impact of the project and why it will not have an undue adverse effect on aesthetics and the scenic and natural beauty of the area. Describe the location of the facility in relation to adjoining properties and include a specific statement about the visibility of the facility from adjoining properties; and, if it is highly visible, what measures you have taken, if any, to minimize the visible impact.

ATTACHMENT E

Burlington Outsourcing Ordinance

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

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

Dated at _____, Vermont this ____ day of _____, 20__ .

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

— A copy of the ordinance follows this Certification —

ATTACHMENT E – CONTINUED

NOTE: This ordinance only applies for contracts over \$50,000.

BURLINGTON'S OUTSOURCING ORDINANCE

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

ATTACHMENT F

Burlington Union Deterrence Ordinance

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor)
and in connection with _____ (City contract/project/grant), hereby
certify under oath that _____ (Contractor) has not advised the conduct of
any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence
services in violation of the City's union deterrence ordinance.
Dated at _____, Vermont this _____ day of _____, 2018.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

— A copy of the ordinance follows this Certification —

ATTACHMENT F – CONTINUED

BURLINGTON'S UNION DETERRENCE ORDINANCE

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.
(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:
 - 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
 - 2) Have supervisors force workers to meet individually with them to discuss the union;
 - 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
 - 4) Discipline or fire workers for union activity;
 - 5) Train managers on how to dissuade employees from supporting the union.
- (d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
 - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.

- 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

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) Employees are entitled to 12 days of paid time off per year, which may be prorated subject to B.C.O. Sec. 21-82(c); and
 - (b) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$20.62 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$22.91 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry 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: _____
Contractor, or its duly authorized agent

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.

City of Burlington, Vermont
Certified Payroll Record
Living Wage Ordinance, B.C.O. § 21-84(a)

B.C.O. Ch. 21, Art. VI



BURLINGTON
V E R M O N T

Instructions to Covered Employers: Use this form to report wages and benefits for covered employees, as defined in B.C.O. § 21-81(d). If three or fewer covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for each covered employee. If more than three covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for the three lowest paid covered employees only.

Reporting Period: from _____ (date) to _____ (date).

(Note: The Reporting Period should match the period covered by the invoice accompanying this Record.)

Employee No. 1

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 2

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 3

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

I certify under the pains and penalties of perjury that I have personal knowledge of matters asserted herein or that I am readily familiar with, and have reviewed, the books and records of the covered employer, and that to the best of my knowledge and belief the foregoing is true and correct. I understand that the covered employer may be asked to provide reasonable backup documentation, which shall be provided upon request.

Authorized Representative: _____ Date: _____

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$20.62/hr

WHEN

employer *provides* employer assisted health insurance

\$22.91/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*Subject to proration per B.C.O. Sec. 21-82(c)

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include in all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the **LWO Webpage** (<https://www.burlingtonvt.gov/212/Livable-Wage-Ordinance>) or call 802-865-7000, option 1 (Office of the Clerk/Treasurer).

Livable Wage July 1, 2026 - June 30, 2027

Effective July 1, 2026

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: \$500,000 each accident \$500,000 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 all insurance **except Professional Liability**. 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.

Revised 8-22-25

TERMS and CONDITIONS

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