Town of Medfield

Request for Written Quotations

Green Communities and Solar Project Coordinator

General Information

1. The Town of Medfield is seeking the services of a Green Communities and Solar Project Coordinator to provide planning assistance, advice, and guidance regarding sustainability initiatives. This position will assist the Town in identifying, planning, and implementing Green Communities and solar energy-focused projects that reduce the carbon footprint and greenhouse gas emissions of Town assets following financial and technical best practices. To learn more about the Town's environmental and sustainability focused objectives, please review our Strategic Town Goals available online.

2. The Town currently owns two solar installations, recently entered into a power-purchase agreement for leased solar panels installed on the DPW Town Garage, and is exploring adding solar arrays at school facilities. The town may seek to expand its solar footprint in the near future to additional Town-owned land and buildings, including a former landfill, existing school facilities, and a potential new elementary school.

3. Medfield is a Green Community and prioritizes maintaining the designation to maximize Green Communities project funding, in addition to other grant funding opportunities.

4. Formed in 2008, the Medfield Energy Committee plays an active role in encouraging and facilitating the Town's clean energy efforts. Medfield voted to adopt a resolution regarding climate goals and the creation of a climate action plan at the 2021 Annual Town Meeting

5. The Town of Medfield reserves the right to reject any and all written quotations, waive informalities, and award contracts in the best interest of the Town.

6. Contracts are subject to the approval of the Select Board.

7. Questions concerning this request for written quotations must be submitted in writing via email to Frank Gervasio, Assistant Town Administrator, Town of Medfield at fgervasio@medfield.net by 11 am on September 27, 2023. Written responses will be emailed to all firms on record as having received the request for written quotations.

8. Written quotations must be submitted by email to Frank Gervasio at fgervasio@medfield.net by 11 am on October 2, 2023.

9. The Town reserves the right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.

10. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.

The contractor must be able to meet the following requirements:

1. The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as," or "Sole Owner."

2. The contractor to whom the contract is awarded will be required to execute the Town's standard contract within ten (10) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract.

3. The term of the standard contract shall be for one (1) year with a Town option of two (1) year extensions.

4. The contractor shall comply with the Town's Standard Contract, enclosed as Attachment D. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town's Standard Contract.

Project Description

The scope of services anticipated for the Green Communities and Solar Project Coordinator include, but are not limited to, the following, in approximate order of priority:

1. Assist in identifying projects for Green Communities grant funding and assist the Facilities Director in submitting Green Communities applications, overseeing projects, and ensuring the Town is able to maximize state funding from Green Communities.

2. Seek out, apply for, and manage grants from the federal or state government, public utilities, foundations, or others in order to help fund clean-energy efforts.

3. Provide planning assistance, advice, and guidance regarding sustainability initiatives.

5. Provide advice about and assist in the Town's efforts to expand solar installations, including municipal and school building roofs and parking canopies. Assist the Town's efforts to close out the former landfill, make the property solar-ready, and install solar on the former landfill.

6. Work with the Town to develop and maintain energy and carbon consumption data in Mass Energy Insight ("MEI") and to prepare annual reports (for example, for the Annual Green Communities Report and Town Report) that track usage and expenditures. Such data will serve in planning and evaluating clean-energy projects and initiatives and ensure continued Green Communities designation.

7. Serve as a resource for clean-energy and sustainability efforts for the Sustainability Coordinator, Town Departments, the Medfield Energy Committee, and other Town boards and committees as needed.

8. Attendance at evening meetings of the Medfield Energy Committee may be required.

The above are typical tasks being performed, but additional related tasks of equivalent skills and responsibilities may be performed as requirements change.

Price Proposal

The fee for services shall be an hourly rate that incorporates all costs to provide the services identified in this document. The Town will determine the lowest price proposal to be the lowest hourly rate. Note that the Town has appropriated $25,000 for this service for Fiscal Year 2024. Written quotations must be submitted by email to Frank Gervasio at fgervasio@ medfield.net by 11 am on October 2, 2023. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, and written quotation.

Attachment A

Bid Sheet

PROJECT: Green Communities/Solar Coordinator

Enclose an hourly rate sheet for services, including for the first year, alternate second year, and alternate second year.

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: _____
(Print Name)

Signed: _____

Contact Person (Name and Title): _____

Company Name: _____

Address: _____

Telephone: _____

Attachment B

Certificate of NonCollusion

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid

Date

Name of Business

Attachment C

Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or

Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Attachment D

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT: MEDFIELD 2023-_

STATE CONTRACT # (if applicable) _____

This Contract is made this ___ day of May, 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and _____ with a usual place of business at _____hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform _____, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish _____ services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.

4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without

cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: _____ through _____.

6. Payment for Work: The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on _____ (Attachment A) in the amount of _____. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

8. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the _____ industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

Contractor: _____.

_____

By: _____

Title: _____

Town of Medfield, by its Select Board:

_____

_____

_____

Town Administrator

_____