Town of Medfield

Office of the
Facilities Department

459 Main Street
Medfield, MA 02052

REQUEST FOR PROPOSALS (RFP)
MUNICIPAL BUILDING EVALUATION & CAPITAL PLAN
5/1/2024

Legal Notice
TOWN OF MEDFIELD/MEDFIELD PUBLIC SCHOOLS

Request for Proposals
Municipal Building Evaluation & Capital Plan

The Town of Medfield, Massachusetts, requests proposals for a Municipal Building Evaluation & 20 year Capital Plan. Copies of the RFP will be available beginning May 1, 2024 at 9:00 AM EST at the Town Administrator's Office - 459 Main Street - 2nd Floor - Medfield, MA 02052 or by emailing Ben at bjachowicz@medfield.net or Amy at acolleran@email.medfield.net and will be available until submission deadline.

Proposals must be returned to the Town of Medfield - ATTN: Kristine Trierweiler - 459 Main Street - Medfield, MA 02052 by June 12, 2024 at 12:00 PM EST.

Within the delivered envelope, separate sealed envelopes should be submitted for the Technical and Price proposals. Main envelope shall be clearly marked:

Town of Medfield - MUNICIPAL BUILDING EVALUATION & CAPITAL PLAN
Qualifications for - Name of Applicant

Fax transmissions will not be accepted. The Town of Medfield reserves the right to reject any and all bids, if it is deemed to be in the public interest.

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I. PROJECT PARAMETERS & OVERVIEW:

PROJECT NAME: Municipal Building Evaluation & Capital Plan
AWARDING AUTHORITY: Town of Medfield - 459 Main St, Medfield, MA 02052
ADVERTISEMENT: Will be posted in Hometown Weekly as written on Pg. 2
RFIs DUE: May 30, 2024 at 12:00 PM EST
EMAIL RFIs TO: bjachowicz@medfield.net or acolleran@email.medfield.net
PROPOSALS DUE: June 12, 2024 at 12:00 PM EST
ESTIMATED AWARD DATE June 21, 2024
ESTIMATED WORK START DATE July 8, 2024

The Town of Medfield, MA, is accepting proposals from qualified consultants to provide an updated Municipal Building Evaluation & Capital Plan for various municipal and school department facilities, the full list of which can be found below. The chosen consultant can utilize existing reports and data, such as the 2017 Municipal Facilities Evaluation and Capital Plan. Bidders should note that the Department of Public Works and the Public Safety buildings are not included in the 2007 report. The consultant will provide a comprehensive and accurate update assessment of Town facilities and create a master plan for improvements based on relative need and cost effectiveness. The study shall include a twenty 20-year maintenance and improvement plan with cost estimates. The section shall include all items that qualify as "capital projects" in nature with a life span of ten (10) to twenty (20) years.

The updated Municipal Building Evaluation & Capital Plan should also include energy efficiency recommendations that achieve energy savings, mitigate greenhouse gas emissions, and are cost effective over the life of the investment. In 2021, residents voted to affirm the State Net Zero 2050 goal for Medfield and charge the Town to create a roadmap for responsibly reducing greenhouse gas emissions. Per the Select Board's Strategic Town Goals, climate considerations are part of all relevant decision making. In submitting proposals, consultants should demonstrate what efforts will be made to investigate and identify opportunities to increase energy efficiency, and which of these energy-focused projects should be prioritized. This aspect of the report will assist the Medfield Energy Committee in its role to advise on and support the implementation of the Town of Medfield Climate Action Plan.

See Attachment C for full narrative from the Medfield Energy Committee's summary of considerations.

Candidates should have experience developing an asset inventory, identifying current facility conditions and deficiencies, cost estimating and capital expense forecasting for Town and School buildings as noted below:

Town Hall
459 Main Street
Medfield, MA 02052
Year Built: 1900
Size: 17,356 SF

Public Safety Building
112 North Street
Medfield, MA 02052
Year Built: 2015
Size: 28,080

Parks & Rec Department
124 North Street
Medfield, MA 02052
Year Built: 1930
Size: 12,033 SF

Council on Aging
1 Ice House Road
Medfield, MA 02052
Year Built: 2007
Size: 7,810 SF

Department of Public Works
55 North Meadows Road
Medfield, MA 02052
Year Built: 2014
Size: 38,873

Transfer Station
135 North Meadows Rd
Medfield, MA 02052
Year Built: 1985
Size: 5,456 SF

Public Library
468 Main Street
Medfield, MA 02052
Year Built: 1917
Size: 22,192 SF

Memorial School
59 Adams Street
Medfield, MA 02052
Year Built: 1950
Size: 54,387 SF

Wheelock School
17 Elm Street
Medfield, MA 02052
Year Built: 1969
Size: 65,190 SF

Dale Street School
45 Adams Street
Medfield, MA 02052
Year Built: 1942
Size: 67,249 SF

Blake Middle School
24 Pound Street
Medfield, MA 02052
Year Built: 1960
Size: 121,564 SF

Medfield High School
88R South Street
Medfield, MA 02052
Year Built: 1967
Size: 186,487 SF

Note: The above square footage information was derived from Town records, and shall be verified for accuracy by potential bidders.

II. REQUEST FOR PROPOSAL INSTRUCTIONS:

The requirements set forth in these "RFP Instructions" shall become an integral part of a subsequent contractual arrangement.

Copies of the Request for Proposal (RFP) package will be available beginning May 1, 2024 at 9:00 AM EST at the Town Hall or by emailing bjachowicz@medfield.net or acolleran@email.medfield.net

RFP Due Date:
Sealed proposals should be submitted to the Office of the Town Administrator up until the proposal deadline of June 12, 2024 at 12:00 PM EST. Late proposals will be rejected immediately following the proposal deadline.

Marking of Envelopes:
Deliver proposals no later than June 12, 2024 at 12:00 PM EST to:

Attn: Kristine Trierweiler
Town of Medfield - Office of the Town Administrator
459 Main Street
Medfield, MA 02050

It is the sole responsibility of the applicant to be sure that the proposal arrives on time. Proposals should be clearly marked "RFP - MUNICIPAL BUILDING EVALUATION & CAPITAL PLAN". The firm's Name & Address should also be on the envelope. Within the delivered envelope, separate sealed envelopes should be submitted for the 'Technical' and 'Price' proposals:

Technical Proposal: The technical proposal envelope should be marked with the consultant's NAME & ADDRESS followed by "RFP - MUNICIPAL BUILDING EVALUATION & CAPITAL PLAN, TECHNICAL PROPOSAL'. This envelope should include a thumb drive with an Adobe (PDF) format file of the technical proposal.

Price Proposal: The price proposal should be marked with the consultant's NAME & ADDRESS followed by "RFP - MUNICIPAL BUILDING EVALUATION & CAPITAL PLAN, PRICE PROPOSAL'. Include one (1) copy of the price proposal.

All the technical proposals will first be reviewed and evaluated. Following the technical proposal evaluation, the price proposals will be opened and reviewed.

A **site visit** will be conducted on May 23, 2024 starting at 10:00 AM EST starting in the Medfield Town Hall parking lot, 459 Main Street, Medfield, MA 02052. The visit will start with a brief introduction and an organized site tour schedule will immediately follow. All participants will be responsible for their own transportation to each site. All participants will be responsible for keeping with the flow of the group to each site location. Private tours will not be available. Please RSVP to Ben/ Amy by email for the tour before May 20, 2024 at 12:00 PM EST.

Proposal Form:
All proposals shall be received and evaluated in conformance with the requirements of applicable laws. Each Proposer shall complete the attached minimum evaluation criteria form identified as "Attachment A". The proposals will be evaluated by the Town administration. The proposals will be evaluated to determine if they meet the minimum evaluation criteria set herein. Failure of a proposal to meet a minimum criterion will disqualify the proposal from further consideration.

Plan of Services:
A statement and outline of the scope of the firm's services are to be provided.

Interpretation of Contract Documents:
All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, all proposers on record as having requested the RFP will be notified via email. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under his submission. All addenda as issued shall become part of the contract documents. Any addenda will be sent to bidders who were recorded as having received the request for proposal.

Withdrawal of Proposals:
No proposer shall withdraw his proposal within a period of sixty (60) days after the date set for the receipt of proposals.

III. SCOPE OF WORK

The study is to evaluate existing municipal facilities and future sustainability improvements. Through the evaluation, the consultant will determine current deficiencies and develop a master-plan for long-term maintenance and sustainability improvements. The recommendations and master plan will take into consideration relative need and cost effectiveness. In addition to cost estimates, sustainability improvement recommendations should include estimates of energy savings (in BTU saved per dollar) and greenhouse gas emissions reductions saved per year. The report will provide recommendations including,

but not limited to, repairs and will include estimated costs based on current public construction/ renovation costs based on current prevailing wages once RFP is awarded.

This study will encompass many disciplines and there may be multiple sub-consultants. The firm awarded this contract shall hire, manage, oversee, coordinate, and compensate the sub-consultants. No contractual relationship shall exist between the sub-consultants and the Town of Medfield. All sub-consultant firms shall be listed in the technical proposal and sub-consultants may only be replaced with the approval of the Town of Medfield.

Any testing required to complete the study shall be contracted for and coordinated by the prime consultant.

It is expected that the contract will be awarded June 21, 2024 and that the full report shall be completed by October 11, 2024. If this date is not attainable please list the proposed completion date as part of your proposal.

Scope of Services:

The following is an outline of the study tasks to be completed. The consultant's proposal should demonstrate understanding of this scope and provide detailed suggestions for completing this scope as well as additional tasks that would enhance the information provided to the Town of Medfield through this study. The study shall delineate only maintenance and improvement projects that would qualify as "capital projects," in nature with a life span with a minimum ten (10) to twenty (20) year life. A presentation of the report will be provided as part of the scope of work.

The facility conditions survey and master plan will focus on the following property elements:

Site:

- Driveways, sidewalks, walking paths
- Parking capacity and vehicular circulation for cars and buses -Storm drainage and erosion control
- Play areas and play structures
- Sewage disposal
- Landscaping
- Site lighting

Building Envelope:

- Roof and roof drainage
- Windows, sills, and caulking

- Brick/mortar, all other exterior surfaces - Entrance/exit doors and storefronts
- Building structure
- Thermal insulation

Building Interior:

- Walls
- Flooring including gym floors - Ceilings
- Interior doors and corridors - Hazardous materials
- Code compliance issues

Mechanical, Electrical, Plumbing:

- Electrical main services and distribution -Interior lighting systems
- Domestic hot water systems
- Cold water services
- Piping for heating and plumbing systems - Gas services
- Temperature control/BMS systems
- Ventilation and cooling systems
- Toilet room/sink fixtures
- Vertical lifts/elevators

Fire Protection/Life Safety/Emergency Systems:

- Emergency lighting systems
- Back-up power/generator systems
- Fire alarm detection, notification, and suppression systems

Energy Efficiency:

- Sustainable building practices
- Increased energy efficiency
- Comfortable indoor environments
- Energy savings through reduction in usage
- Greenhouse gas mitigation
- Transition from fossil fuels
- Alternative/Renewable energy sources/Generation
- Building thermal envelope
- Passive design strategies
- Energy monitoring systems
- Investigate renewable energy programs, funding, assistance

The evaluation should also consider the following:

- Code Compliance
- Structural Integrity
- Play areas and play structures
- Technology
- Special electrical systems - emergency power, telecommunications systems
- Handicapped accessibility code requirements: Americans with Disabilities Act (ADA), and Massachusetts Architectural Access Board (MAAB).
- Link to Medfield ADA Self Evaluation & Transition Plan
- Environmental regulation compliance - Indoor/Outdoor Air Quality, ACBM (Asbestos Containing
- Building Material), PCBs (Polychlorinated biphenyls), LFCs (lead based paint), CFCs (chlorofluorocarbon)
- Budget cost estimate for maintenance and upgrade of existing buildings and systems that include current prevailing wages with a calculated rate escalation compounded annually for 20 years. Escalation should be provided as a way to compare costs over the longer priority durations.
- Time schedule for maintenance and upgrade of buildings and systems over a 20 year time frame.

A. Facilities Assessment Report

The Facilities Condition Assessment report will give a description of the existing conditions and observations noted during the on-site assessment. All noted items shall be categorized in order of priority in the following manor:

Priority 1 – Critical: Conditions in the category require immediate action, cause a safety hazard, are needed to stop further deterioration.

Priority 2 – Necessary - Not Yet Critical: Conditions in the category require attention to deter deterioration or failure.

Priority 3 – Recommended: Conditions in the category will make an improvement to the existing building systems and existing conditions.

Priority 4 – Appearance: Conditions in the category are finishes that have deteriorated and require maintenance or repair to maintain aesthetic standards.

Priority 5 – Does Not Meet Current Code – "Grandfathered": Conditions in the category do not conform to existing codes but are "Grandfathered" in their current condition. No action is required at this time, but should work be needed on them, required corrections will need to be made to comply with current code.

The data collected shall be presented in a comprehensive report with an executive summary that identifies major areas of concern, and a recommended timeline for replacing primary systems, structures, and non-building infrastructure. Develop logic for recommendations of phased improvement priorities. The report will detail the existing conditions, support findings with annotated drawings, photographs and summarize priorities by category with the estimated cost associated with the repair or replacement along with an inventory of all maintainable equipment within the facility.

The Facilities Condition Assessment report will estimate the remaining useful life of existing building systems and components, for the purpose of developing a capital replacement schedule for each building.

B. Twenty (20) Year Facilities Capital Plan

The selected Contractor will create a twenty (20) year facilities capital plan for each of the twelve (12) analyzed buildings. The Facilities Capital Plan for each site shall be inclusive of but not limited to:

a. Detailed maintenance and/or replacement needs
b. Recommended maintenance/replacement year
c. Projected maintenance/replacement costs
d. Potential State or Federal school improvement grant programs
e. Priority category
f. Sustainability and Emissions
g. Applicable public procurement law

The twenty year facilities capital plan shall be written in narrative as well as spreadsheet format (Microsoft Excel). The spreadsheet format should allow for capital needs to be filtered by building, systems category, priority category, projected costs (in today's dollars), applicable public procurement law, etc.

The data collected shall be presented in a comprehensive report with an executive summary that identifies major areas of concern, and a recommended timeline for replacing primary systems, structures, and non-building infrastructure. The report will detail the existing conditions, support findings with

annotated drawings, photographs and summarize priorities by category with the estimated cost associated with the repair or replacement along with an inventory of all maintainable equipment within the facility. The final report will include six (6) hard copies, and electronic format.

IV. PROPOSAL EVALUATION

Proposals submitted should address the following criteria. The selection of the finalist will be based on the following criteria:

1. Past performance on former facility study projects. List all projects completed within the past 5 years. Provide the project name, contact, brief description, date of completion.
2. Financial Stability.
3. Availability to complete the project. The proposer shall include a brief project schedule identifying the timeline for completion, including key milestone dates.
4. Identity and qualifications of the consultants and proposed staff who will be directly working on the project. Include a detailed resume and summarization of education, professional registrations/memberships, and detailed project experience.
5. Any other criteria that the Town considers relevant for the project.
6. The Plan: Document your plan for providing the scope of services and the appropriateness to the needs of the Town.
7. Quality of past work and evaluation of past clients.
8. All other criteria as listed in Attachment B.

V. QUALIFICATIONS

All firms must possess the following minimum qualifications. Proposals shall also address the following criteria in their proposals:

1. Massachusetts registration and licensing in all applicable disciplines (list them).
2. Thorough knowledge of procedures, requirements, and practices of the Commonwealth of Massachusetts, and other agencies related to the design and construction of public buildings.
3. Thorough knowledge of Massachusetts State Building Code and regulations of the Architectural Access Board and Architectural Barriers Board.
4. Thorough knowledge of Massachusetts Public Bidding Laws, Chapter 149, including experience with Filed Sub-Bid procedures. Include experience with Chapter 30B Procurement procedures.
5. Sufficient levels of staff to complete the project. Indicate lead staff that will be assigned to the facility study project. Include resumes and experience.

6. The proposer must present a minimum of three (3) similar facility study projects completed for Massachusetts municipal buildings. The proposer should provide a description of the project and the findings from the study. Indicate what makes the services and study provided highly advantageous for the municipality.

VI. SELECTION PROCEDURES

Proposals will be evaluated by Town administration. Proposals will be evaluated for 'minimum evaluation criteria' (Attachment A). Those that meet the minimum evaluation criteria will be evaluated on comparative criteria (Attachment B). Proposals that meet the minimum criteria will be placed on a short list of recommended proposers. From this shortlist Town administration may select proposers to participate in an interview with the Town administration. Finalists will then be ranked and evaluated, and the reasons for the ranking will be documented. The contract will be awarded to the vendor who is evaluated and scored by Town administration as being the most advantageous. Price proposals will then be opened. The price proposal will ultimately play a factor in determining the contract award. The contract award will be awarded to the proposer who has the highest ranking Technical Proposal and Price Proposal that is deemed to be the best value for the price based on the opinion and recommendation of the Town's administration.

VII. GENERAL & SPECIAL PROVISIONS

1. The Town reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award contracts in the best public interest of the Town.
2. All proposals received become the property of the Town of Medfield.
3. The firm selected shall be expected to comply with all applicable Federal and State laws in the performance of services.
4. Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
5. Selection shall be subject to additional discussions and/or negotiations based on proposals received.
6. No protests regarding the validity or appropriateness of the specifications or of the Request for Proposals will be considered unless the protest is filed in writing with the Town Administrator prior to the closing date for proposals. Should a protest be rejected or disallowed the protester may within forty-eight (48) hours (except Saturdays, Sundays, and State holidays) appeal this decision in writing to the Town Administrator.

ATTACHMENT A

MINIMUM EVALUATIVE CRITERIA

Each applicant shall indicate his/her agreement with each of the following questions as part of their Technical Proposal submission.

To merit further consideration of a proposal by Town administration the applicant must indicate "yes" and comply, where appropriate, with each question below.

#	QUESTION	YES	NO
1	Has the Proposer conformed in all material respects to the submission requirements as set forth in the RFP?		
2	Does the Proposer have knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, funding, and construction of Massachusetts public building projects including the code compliance, State Building Code, and Massachusetts public bidding and procurement laws?		
3	Has the Proposer provided a detailed description of at least three (3) recent similar projects on which the proposer has performed similar services?		
4	Has the Proposer submitted three (3) references from the public sector?		
5	Has the Proposer provided a listing of all similar projects completed within the past five years?		
6	Has the Proposer included the signed technical proposal submission form in their Technical proposal (Certificate of Non-Collusion/Certificate of Tax Compliance)?		
7	Included proposed project schedule?		

ATTACHMENT B

COMPARATIVE CRITERIA

Proposals that meet the minimum requirements (Attachment A) will be evaluated by Town administration on the basis of proposal submission, qualifications, selection procedures, and other relevant criteria.

Proposals will be rated on these criteria as follows:

Highly Advantageous (HA)	Proposal Excels specified criteria	3 Points
Advantageous (A)	Proposal fully meets evaluation standard, which has been specified	2 Points
Not Advantageous (NA)	Proposal does not fully meet the evaluation standard, is incomplete, unclear or both.	1 Point
Unacceptable (U)	Proposal does not meet the specified criteria	0 Points

1. **Relevant experience of proposer organization/firm in relation to the project scope of work:**
   Highly Advantageous: The proposer's organization/firm is considered to be above average to perform the scope of work required for the project, based on experience with similar projects (5 years or more), as well as certifications, registrations and licensing (e.g. AIA's, ED's, Professional Engineering, Registered Architect, LEED, etc). Ranking will be based on the opinion of the Town administration.
   Advantageous: The proposer's organization/firm is considered to be average to perform the scope of work required for the project, based on experience with similar projects (4 years or more, but less than 5 years), as well as certifications, registrations and licensing (e.g. AIA's, ED's, Professional Engineering, Registered Architect, LEED, etc). Ranking will be based on the opinion of the Town administration.
   Not Advantageous: The proposer's organization/firm is considered to be below average to perform the scope of work required for the project, based on experience with similar projects (3 years or more, but less than 4 years), as well as certifications, registrations and licensing (e.g. AIA's, ED's, Professional Engineering, Registered Architect, LEED, etc). Ranking will be based on the opinion of the Town administration.
   Unacceptable: The proposer's organization/firm is considered to be poor to perform the scope of work required for the project, based on experience with similar projects (3 years or less), as well as

certifications, registrations and licensing (e.g. AIA's, ED's, Professional Engineering, Registered Architect, LEED, etc). Ranking will be based on the opinion of the Town administration.

2. **Relevant capability and experience of proposed project staff:**
   Highly Advantageous: The proposer's professional staff experience and staff qualifications are considered to be above average based on the opinion of Town administration.
   Advantageous: The proposer's professional staff experience and staff qualifications are considered to be average based on the opinion of Town administration.
   Not Advantageous: The proposer's professional staff experience and staff qualifications are considered to be below average based on the opinion of Town administration.
   Unacceptable: The proposer's professional experience and staff qualifications are considered to be poor based on the opinion of the Town administration.

3. **Proposer's demonstrated ability to complete projects on a timely basis:**
   Highly Advantageous: All five of the proposer's references indicate that the projects were completed on schedule or with minimal, insignificant delays.
   Advantageous: Only one of the proposer's references indicates that the project was completed with substantial delays attributable to the proposer.
   Not Advantageous: Two of the proposer's references indicate that the project was completed with substantial delays attributable to the proposer.
   Unacceptable: All three of the proposer's references indicate that the project was completed with substantial delays attributable to the proposer.

4. **Evaluation of the proposed plan:**
   Highly Advantageous: The proposal contains a clear and comprehensive plan that addresses all of the project objectives stated in the RFP.
   Advantageous: The proposal contains a clear plan that addresses most of the project objectives stated in the RFP.
   Not Advantageous: The proposal does not contain a clear plan that addresses most of the project objectives stated in the RFP.
   Unacceptable: The proposal does not present an understanding or clear plan of the project objectives.

5. **Proposed deliverable format, easy to read:**
   Highly Advantageous: The proposal contains a clear and comprehensive plan that addresses all of the project objectives stated in the RFP.
   Advantageous: The proposal contains a clear plan that addresses most of the project objectives stated in the RFP.

Not Advantageous: The proposal does not contain a clear plan that addresses most of the project objectives stated in the RFP.
Unacceptable: The proposal does not present an understanding or clear plan of the project objectives.

COMPARATIVE EVALUATION CRITERIA

The Town of Medfield places a premium on the Proposer's approach to the project and the ability to present a program of services, which complies with the required Project Scope in a manner which is clear, concise, and complete with respect to required activities. The Town of Medfield will find it unacceptable if such a program of services is not included, or is included in an incomplete manner.

Proposals that address required items, but only in general or vague terms that do not adequately represent tasks to be performed will be given the rating of not advantageous. Each category will be assigned a zero-to-three point rating based on the evaluation o fTown administration. Award preference will originally be based on the ranking of the most highly advantageous Technical Proposal; however, the results of the price proposal will ultimately play a factor in objectively determining the contract award. The contract award will be awarded to the contractor who has the highest ranking Technical Proposal and Price Proposal that is deemed to be the best value for the price based on the opinion and recommendation of the Town's administration.

ATTACHMENT C

MEDFIELD ENERGY COMMITTEE CONSIDERATIONS

Medfield 20yr Buildings Stabilization Plan

Subject: Recommended Sustainability Language for '20yr Facilities' Plan RFP

Date: March 20, 2024

EXECUTIVE SUMMARY

1. This memo suggests energy/climate verbiage to be included in the Town of Medfield planned Request for Proposal seeking a consultant to update the '20 Year Building Stabilization Plan' or '20 Yr Plan'. The Plan lays out a schedule of maintenance projects throughout Town buildings.

2. This document seeks to document the Town's goals, expectations and requirements for work relating to town owned facilities and shall be utilized throughout the process to provide guidance for design strategies for improved energy and environmental performance.

3. The Medfield Energy Committee recommends language that requires the Consultant to read the following town approved documents approved by the town related to the town of Medfield's environmental and sustainable building goals.

    a. Town's Warrant Article 22 (2021)
    b. Town's Climate Action Plan (2022)
    c. Medfield Energy Committee Charter (2023)

4. The purpose of this document is to provide documentation and guidance as it relates to sustainable building practices within facilities owned by the Town of Medfield. These practices are designed to increase energy efficiency to achieve the town's GHG emissions goals established in the Town's Warrant Article dated May 2021.

5. The energy efficiency efforts described in this document should be considered within the context of the Town's broader building use goals. Programmatic needs such as future expansions, renovations or changes of use as well as construction, operational and life cycle cost concerns should be taken into account when assessing the feasibility of these recommendations.

6. The RFP should instruct the Consultant to include the following criteria in evaluating and ranking the projects developed for each building.

OBJECTIVES

- Formulate and develop energy efficiency measure recommendations that advance the town's established objectives related to energy using the following criteria:
    - Ensure safe and comfortable indoor environmental quality
    - Cost effective over the life of the investment

    - Create energy savings through energy use reduction
    - Mitigate Greenhouse Gas (GHG) emissions
- Develop a plan for a future transition from existing fossil fuel burning HVAC equipment to electric (heat pump) equipment which aligns with the towns established energy use objectives.
- Recommend alternative/renewable energy resources
- Monitor indoor air quality and Promote healthy indoor environments
- Consider resiliency and public safety objectives
- Ensure all future building energy use is capable of being properly measured, verified, and reported

RECOMMENDATIONS

1. Any building improvements included as part of the 20yr plan must at minimum, meet the requirements of the Commercial provisions included in the MA Stretch Energy Code (225 CMR 23.00) updated as of January 1, 2024.

2. Efforts to investigate and identify opportunities to increase energy efficiency within buildings included in the 20yr plan should be prioritized. Priority should be given to specifying building components and equipment which go beyond minimum code efficiencies where deemed feasible.

3. Efforts should be made to Identify recommendations for each town-owned facility and prioritize recommendations based on expected maintenance or replacement timeline for existing envelope components as well as mechanical, electrical and plumbing (MEP) equipment.

4. Perform engineering study At least three years in advance of the expected date of any HVAC repair or replacement and implement within one year later. At least one year in advance of the time of any roof repair or replacement, perform the engineering study to install solar, and implement within one year later.

5. Improvements to any building's thermal envelope included in the 20yr plan shall at minimum, comply with the minimum prescriptive requirements found in IECC 2021 Sec.C402.1 as applicable. Reasonable efforts to go beyond the minimum code requirements found in Section C402.1 with specific priority given to reducing buildings' infiltration rates, and improving the thermal performance of above grade walls, fenestration and exterior roofs.

6. When future upgrades or major renovations to existing town owned facilities are being considered, opportunities to reduce energy use by incorporating passive design strategies should be investigated.

7. Future upgrades or major renovations to existing HVAC systems within town owned facilities should seek to incorporate energy efficiency measures that prioritizes energy use reduction, provides for on-site renewable energy systems, electric vehicle charging infrastructure and renewable energy storage infrastructure.

8. Future upgrades or major renovations to existing HVAC systems within town owned facilities should seek to prioritize energy use reduction from the existing facility's historical energy use by specifying building envelope, lighting, plumbing and mechanical components which carry efficiencies that are 25% more efficient than the minimum performance required by the energy code.

9. Adequate electrical infrastructure and wiring to facilitate a transition from gas-fired to electric HVAC equipment should be prioritized for Buildings with existing fossil fuel burning HVAC equipment scheduled for replacement as part of the 20yr plan. New HVAC systems replacing existing systems included in this plan shall utilize equipment that uses electricity as their primary energy source and preference given to heat pump technology for space conditioning..

10. Future HVAC systems should de-couple ventilation from space conditioning by installing Dedicated Outdoor Air Systems (DOAS) capable of total (enthalpy) energy recovery and optimized humidity (dew point temperature) and pressure (static discharge) control sequences.

11. Building energy management systems with automatic temperature controls shall be included in any building receiving new HVAC systems as part of the 20yr plan.

12. New Lighting systems and future upgrades should provide DDC controllability in accordance with IESNA standards while reducing light power densities by a minimum of 20% compared to IECC 2021 Baseline.

13. Low flow plumbing fixtures shall be incorporated when replacing existing plumbing fixtures to reduce indoor potable water use. Hot water equipment being replaced as part of the 20yr plan should at minimum, be Energy Star certified and use electricity as their sole energy source. Consider integrating renewable energy sources like solar thermal systems or heat pumps to supplement Hot Water heating. Additional measures related to Service hot water should include pipe insulation, enhanced temperature controls, and energy monitoring systems,

14. Outdoor water efficiency and management strategies including, but not limited to, stormwater harvesting for on-site plant irrigation and a preference for native, drought resistant plantings should be utilized where work related to the 20yr plan.results in land/site disturbances.

15. Investigate potential for onsite renewable energy generation and include installed solar photovoltaic (PV) systems. Building rooftops and vehicular parking areas should be designed to maximize solar PV system performance. Additionally, electric battery and thermal energy storage systems should be considered. HVAC controls that optimize fuel switching in response to outdoor temperature changes should be investigated and where feasible, incorporated into buildings' sequence of operations.

16. Fully utilize any available federal, state, and utility energy efficiency and renewable energy programs, funding, and assistance. Proposals should identify potential assistance and funding resources.

17. Improve indoor air quality by conducting risk assessments of existing building materials for mold, VOCs, hazardous chemicals, pollutants and other contaminants. Provide high efficiency HVAC filtration (MERV 13 or better), Develop green cleaning and maintenance practices.

18. Replace harmful building materials and furnishings with sustainably harvested and responsibly processed materials. Strategies should include low embodied carbon products made with recycled and reclaimed materials; materials and products from responsibly harvested and rapidly renewable sources; and locally sourced products and materials (within 500 miles).

19. Proposed projects should include resilient building and site strategies which eliminate, reduce and mitigate the potential impacts from higher mean air temperatures and more frequent excessive heat events and more intense precipitation events.

20. Renovation projects included in the 20yr plan should prioritize the use of low carbon materials by conducting life cycle assessments to evaluate the environmental impact of materials from extraction and production to disposal.

END OF SECTION

ATTACHMENT D

SAMPLE CONTRACT

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this _____ day of March in the year _____between _____ with a usual place of business at _____ hereinafter called the **CONTRACTOR,** and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

   The Contract Documents consist of this Agreement together with the Contractor's Proposal (Attachment ___). 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 Work

3. Contract Price

   The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of _____.**

4. Commencement and Completion of Work

   It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before _____.**

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer’s instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the

Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. 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.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor as outlined in the proposal dated _____, in the amount of _____**.** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it

may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By:_____

Name: _____

Title: _____

OWNER: Town of Medfield

_____

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

_____
Print Name

_____
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____does hereby certify under the pains and penalties of perjury that

_____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature Date

EXAMPLE CLERK'S CERTIFICATE

_____

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was

taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

_____
Clerk of Corporation

SEAL

END OF DOCUMENT