**Town of Dalton**

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# Request for Proposals

**for**

**Climate Action Plan**

***March 27, 2024***

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**Town of Dalton**

**Invitation for Proposals**

**for**

**Climate Action Plan**

**I. General Information and Proposal Submission Requirements**

The Town of Dalton seeks a strategy to decrease our dependence on fossil fuels for our homes, businesses, municipal facilities and vehicles in a timely enough manner to achieve or come as close as possible to achieving net zero by 2050. The Roadmap should have sufficient granularity that the Team knows what we need to do and the timing we need to strive for to successfully complete each subproject on time.

Dalton Community Profile

Dalton is centrally located in Western Massachusetts, Berkshire County; comprising an area of 22 square miles. Its principal traffic corridors are Routes 8 and 9.

According to the 2020 US Census:

* Dalton’s population numbers 6,330 people; a loss of 7% since the US Census of 2010.
* 25% of its population is over 65 years of age.
* 74% of the housing is owner occupied.
* 40% of its residents have a bachelor’s degree or better.

Dalton is a picturesque suburban-rural community, which is largely forested and undeveloped. It has a neighborly, small, home-town feel. Its history is rooted in paper making, and to this day produces the paper for our nation’s currency. Dalton takes pride in its schools, local services and organizations, and town government. Dalton is an Appalachian Trail Community and a designated Tree City USA. It also contains the Regional High School and a Middle School for its seven town regional school district.

The Town government is run by a Select Board with a Town Manager. Services and organizations in the town include the Dalton Free Library, the Community Recreation Association (CRA), the CodeRED program and the Senior Center. The Town has several parks and sports fields and one farm.

The residential property tax is the principal source of local revenue, accounting for 85% of all receipts. Of note, the Executive Office of Energy and Environmental Affairs indicates that 36% of its residents are an Environmental Justice Population, where the annual household income is 65% or less than the state’s annual median household income.

Dalton continues to value and seeks to preserve the beauty of its natural resources. Cognizant of climate change and the need to plan for the future, the town has taken the following measures:

* Became a Green Community in 2013.
* Established a Green Committee in 2014.
* Performed a Municipal Vulnerability Plan in 2019
* Has developed a remediation plan and is preparing to implement an upgrade to Walker Brook, a major potential flooding issue.
* Secured outside monies to upgrade and improve energy efficiencies of its municipal buildings, acquire (1) BEV and (1) Hybrid electric vehicles, and upgrade town streeting lighting to LED lights.
* Participates in Community Choice Aggregation for its energy needs through Colonial Power Group.
* Is currently seeking State grant monies to upgrade and improve energy efficiencies for the town highway garage.
* Is currently seeking outside monies for a total of (8) Electric Vehicle (E.V.) charging stations that will be distributed throughout the community.
* Is initiating public forums towards educating the public as to state and federal legislation regarding clean energy incentives for homeowners and businesses.

In order to maintain the town’s well-being in light of climate change and consequent damages and costs, the Select Board and the citizens of our community authorized funding to create a Climate Action Plan in accordance with the Commonwealth’s Clean Energy and Climate Plan for 2025 and 2030. Toward this end the Dalton Green Committee is committed to helping Dalton:

* accelerate the transition to a clean energy future;
* prepare and respond to the threats of climate change;
* decarbonize the building and transportation sector;
* ensure all residents & commercial entities have equal access to a cleaner, greener future;
* improve regional coordination and partnerships for services and programs; and
* secure outside monies to build infrastructure and provide services towards a cleaner future.

Overview

The Town of Dalton (Town), through its Green Committee, is seeking a consultant or Consultant Team (Consultant) to provide services in developing a municipal climate action plan (Roadmap) intended to describe those actions necessary to bring Dalton into compliance with Massachusetts mandates to reduce carbon use by 85% by the year 2050. The parameters are detailed and described in the [Massachusetts Clean Energy and Climate Plan (CECP) for 2025/2030](https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2025-and-2030).

Creating this Roadmap will necessarily be constrained by the Town’s limited financial, physical and human resources to accomplish the needed tasks. Related projects are to be prioritized within these limits in a way that maximizes progress toward the referenced CECP goals. The tasks will be ideally accomplished without substantially interrupting the ongoing operation of town administration. The Town, through its Green Committee, will organize a group of Dalton residents that will include Dalton Green Committee members and town staff into a Climate Action Team (Team) that will be responsible for implementing or coordinating actions assigned to the Town.

Dalton is a smaller town with limited financial resources that has allocated $60K for the creation of the Roadmap. To have the project cost come as close to the $60K target as possible, the Town is looking to control costs where costs sensibly can be controlled and without compromising the quality or effectiveness of the final Roadmap.  We are looking for the Consultant to focus on providing expertise the Team lacks and to propose an approach that, wherever possible, defines work to be done by the Team.  Please consider Zoom sessions and other tools that limit travel costs but still provide high quality sessions with the Town’s Team members.

Since Team members doing the work may sometimes be less time-efficient then the consultant doing the work themselves, please include in your proposal an indication of the time and costs associated with each activity for both approaches: Consultant vs. Team members.   We recognize that Dalton is initiating Climate Change Preparedness a few years after some towns and that our Roadmap will be of necessity a bit more aggressive than those who began earlier, and that Dalton may not fully achieve the 2050 goals by 2050. We are, however, prepared to be as aggressive as realistically possible.

*MEI Data and Town Building Count*

To provide some additional understanding of our town, MEI data about our town buildings is included in Appendix A. There are presently 3,134 residences, 4 schools, 44 commercial businesses with buildings, 3 medical and dental practices, and 2 manufacturing companies, the largest of which is Crane & Co with 3 large mills all within Dalton.

Existing Documentation

1. [Municipal Vulnerability Plan](https://dalton-ma.gov/wp-content/uploads/2022/04/Dalton-MVP-Community-Resilience-Building-Workshop-Summary-of-Findings.pdf) (2019) (https://dalton-ma.gov/wp-content/uploads/2023/02/MVP-Plan.pdf)
2. [Dalton Green Infrastructure Report](https://dalton-ma.gov/wp-content/uploads/2022/09/Dalton-Green-Infrastructure-Report-_2022.pdf) (2022) (please request if desired)
3. [Dalton Town Master Plan](https://dalton-ma.gov/wp-content/uploads/2022/04/Final_Dalton_Master_Plan_160720_Compressed.pdf) (2016) (<https://dalton-ma.gov/wp-content/uploads/2019/07/Final_Dalton_Master_Plan_160720_Compressed.pdf>)

**II. Proposal Submission Requirements**

A total of 3 hardcopy versions of your proposals and a single electronic copy of your proposal and any supporting documents are due by 2 p.m., Wednesday, April March 24, to the Town Manager’s Office, Town of Dalton, 462 Main Street, Dalton, MA 01226. If the office is closed for any reason on April 24, (for example, an emergency), proposals will be accepted till 2 p.m. on Thursday, April 25.

The contract will be awarded within thirty (30) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible proposer.

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or e-mailed to all proposers on record as having picked up the RFP.

Questions concerning this invitation for proposals must be submitted in writing to: Town Manager/CPO, 462 Main St., Dalton, MA or thutcheson@dalton-ma.gov before **2:00 p.m. on** **Thursday, April 10**. Questions may be delivered, mailed, or e-mailed. Written responses will be mailed or e-mailed to all bidders on record as having picked up the RFP. **Prospective bidders must notify the Town Manager (thutcheson@dalton-ma.gov) of their interest in order to receive answers to questions or any addenda.** If any changes are made to this RFP, an addendum to the RFP will be issued. Addenda will be mailed or faxed to all proposers on record as having picked up the RFP.

A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_." Each modification must be numbered in sequence and must reference theoriginal RFP.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

There will be **no** pre-proposal conference.

The Town may cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

All proposal prices submitted in response to this RFP must remain firm for forty-five (45) days following the bid opening.

Proposers must submit three (3) copies each of separate sealed price and non-price (technical) proposals in two (2) separate envelopes clearly marked “Dalton Climate Action Plan Price Proposal” and “Dalton Climate Action Plan Non-price Technical Proposal”.

The proposal must include a non-collusion form, tax compliance certificate, proposal pricing sheet, and reference form (please see below).

A proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

There is no bonding requirement and no proposal deposit is required.

**III. Scope of Services**

Please refer to Attachment B, below (p. 18).

**IV. Quality Requirements**

1. Proposers must provide all services described in **Section II: Scope of Services** (Attachment B) and comply with all **Proposal Submission Requirements** listed in **Section I**.

2. Proposers must have been in the business of providing the services noted in **Section II** for a minimum of three (3) years.

3. The company must have completed at least three (3) projects of similar size and scope to this project (provide references as required below). The proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

4. All proposals must be submitted according to M.G.L. Ch. 30B.

5. All proposal prices must remain firm throughout the contract term.

6. If, at the time of the scheduled proposal opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

6. Proposers must have a minimum of two (2) years of satisfactory performance under at least five (5) different contracts similar in size to the proposed contract.

7. A Project Manager must be specified who has completed at least three (3) studies of similar size and scope to this project, for which descriptions must be attached (including a list of project staff) and who has at least (5) years of experience executing similar contracts.

8. Proposers must submit a staffing plan showing the name, title and/or position, and role of each individual who will substantially contribute to this project. For each individual, attach a current resume.

**Specific Proposal Details**

1. Consulting firm overview that provides a brief description of the firm that includes firm size, years in operation, and areas of specialization.
2. Statement of project understanding where consultant succinctly expresses their understanding of what is required by the request for proposal.
3. Recommended scope changes for a lesser project cost that would still meet need for achieving 2050 goals.
4. Project timeline from job being awarded through to the CAP being completed and accepted.  Preferred time to create CAP is eight (8) months from project initiation.
5. Any additional activities that are recommended but not listed in the scope shall be presented individually with quoted price for each.
6. With some uncertainty of the total funds available for this project, a cost breakdown with sufficient granularity that if we need to make choices to fit our budget that this can be easily done.
7. Estimated percentage impact of each area of climate change effort as a function of time.
8. Recommendation for the number of Team members needed to provide for each sub element of developing the Roadmap and desired skill sets, if any, for the members of each group. The six-member Dalton Green Committee will form the core of the Team for this project and shall recruit others – including members of the Town of Dalton administration – to the team as needed.
9. Provide the final project resident and business survey data in a universally recognized electronic format with sufficient granularity that we can make presentations and use as a baseline for future CAPs to demonstrate progress with public understanding and engagement. Each of the final graphics are needed in PNG or JPEG format for use in presentations or on Dalton website.
10. List the anticipated activities you will look for Team members to accomplish.
11. Hourly rates for all staff involved in the project.
12. Also, for a town of 6,300, please indicate how many total Team members you would recommend Dalton having to achieve your proposed timeline, with some explanation of your reasoning. Please include any special skill sets you think would be particularly helpful and advisable.
13. Consultant will submit their draft final proposal to the Dalton Green Committee and Team for review, and then through discussion with Team and Consultant develop a list of changes to be incorporated into the final document.

**V. References**

Proposers must submit a complete list of all current customers who have had the proposed project completed during at least the last two (2) years, with contact names and telephone numbers.

**REFERENCE FORM**

Proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract. Please use a form that includes these fields:

Proposer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RFP Title: Dalton Climate Change Action Plan

Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of supplies or services provided:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please attach additional sheets if necessary.

**VI. Rule for Award**

The contract will be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

**VII. Proposal Evaluation Criteria**

1. **Relevant experience of proposer and/or proposed project staff:**

**Highly Advantageous**: The proposer has at least five (5) years of experience consulting with municipalities on projects of similar size and scope to this project.

**Advantageous**: The proposer has at least three (3) years of experience consulting with municipalities on projects of similar size and scope to this project.

**Not Advantageous**: The proposer has less than three (3) years of experience consulting with municipalities on projects of similar size and scope to this project.

**Unacceptable**: The proposer has one year or less experience.

1. **Staffing plan and methodology:**

**Highly Advantageous**: The plan of services proposes a detailed, logical, and highly efficient scheme for producing a complete report that addresses all of the required issues.

**Advantageous**: The plan of services proposes a credible scheme for producing a complete report that addresses all of the required issues.

**Not Advantageous**: The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to produce a complete report that addresses all of the required issues.

**Unacceptable**: The plan of services does not most of the requirements enumerated herein.

1. **Proposer's demonstrated ability to complete projects on a timely basis:**

**Highly Advantageous**: All 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, and no current project or project completed in the last three years experienced 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, and no current project or project completed in the last year experienced substantial delays attributable to the proposer.

**Unacceptable**: More than two of the proposer’s references indicate that the project was completed with substantial delays attributable to the proposer.

1. **Evaluation of the proposed plan:**

**Highly Advantageous**: The proposal contains a clear and comprehensive plan that shows a clear understanding of the town and our needs, demonstrates breadth and depth of current knowledge and multidisciplinary technical expertise in effective climate mitigation and decarbonization approaches, and addresses all of the project objectives stated in the RFP.

**Advantageous**: The proposal contains a clear plan that shows some understanding of the town and our needs, addresses most of the project objectives stated in the RFP, and demonstrates strong technical expertise and current knowledge of effective climate mitigation and decarbonization approaches.

**Not Advantageous**: The proposal does not contain a clear plan that reflects an understanding of the town and our needs, but does address most of the project objectives stated in the RFP, with at least some indication of current knowledge and expertise regarding effective climate mitigation and decarbonization approaches.

**Unacceptable**: The proposal does not contain a clear plan that reflects an understanding of the town and our needs, does not address most of the project objectives stated in the RFP, and does not reflect current knowledge or demonstrate expertise regarding effective climate mitigation and decarbonization approaches.

1. **Evaluation of a written product:**

**Highly Advantageous**: The proposal is well-organized, well written, clear, and concise, with few or no significant analytical, grammatical, or typographical errors.

**Advantageous**: The proposal is organized, clear and relatively concise, with some analytical, grammatical or typographic errors.

**Not advantageous**: The proposal has substantial problems with organization and writing and has substantial analytical, grammatical or typographical errors.

**Unacceptable**: The proposal is poorly organized, written, unclear, unconcise, or it contains many significant analytical, grammatical, or typographical errors.

**VIII. Proposal Pricing Sheet (please copy and paste into a new document)**

**Town of Dalton**

**REQUEST FOR PROPOSALS FOR** **CREATION OF
DALTON CLIMATE ACTION PLAN**

***FORM A***

***Price Proposal Form***

Please indicate price proposal in numbers:

Print/Type your proposal amount in written form:

***Note:*** *Both the written form and the number form must indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of proposer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and title of person signing proposal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of person signing proposal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address

**(Note: This form must be included in the proposal submission)**

**IX. Certificates of Non-Collusion and Tax Compliance (please copy and paste into a new document)**

**Town of Dalton**

**REQUEST FOR PROPOSALS FOR CREATION OF
DALTON CLIMATE ACTION PLAN**

***FORM B***

***Certificate of Non-Collusion***

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this proposal or proposal 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.”

(Please Print)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Official’s Signature Title of Person Signing

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name of Person Signing Company Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number Address

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

**Town of Dalton**

**REQUEST FOR PROPOSALS FOR CREATION OF
DALTON CLIMATE ACTION PLAN**

***FORM C***

***Certificate of Tax Compliance***

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named proposer, do hereby certify under the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Official’s Signature Title of Person Signing

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name of Person Signing Company Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number Address

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

**ATTACHMENT A**

**Sample Contract [don not sign]**

Please find the Town’s standard contract below, which the winning bidder will be expected to sign. THIS CONTRACT INCLUDES INSURANCE REQUIREMENTS.

TOWN OF DALTON, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_\_, 202\_\_ by and between the TOWN of DALTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 462 Main Street, Dalton, Massachusetts, hereinafter referred to as the “TOWN”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having a usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH**:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of *this Agreement, the Invitation for Bids (including prevailing wage sheets), Instructions to Bidders and the CONTRACTOR’s Proposal*. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of the work as presented in the Invitation for Bids (see Attachment B).

3. Term of Contract. This Agreement shall be in effect from \_\_\_\_\_\_\_\_\_ and shall expire on \_\_\_\_\_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.

4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price $\_\_\_\_\_\_\_\_\_.

5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. Liability of the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. Insurance. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.

 B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

13. Successor 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.

14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses 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, when deposited with such delivery service.

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

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, 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 the day and year first above written.

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

I certify that an appropriation TOWN OF DALTON, MA

is available in the amount of this By its:

Contract.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town Accountant Town Manager

 CONTRACTOR:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name and Title)

**SAMPLE CONTRACT** **ATTACHMENT A**

**SUPPLEMENTAL CONTRACT CONDITIONS**

***INSURANCE***

 The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Workers’ Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnity paragraph. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

 “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

 For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

 **COVERAGES LIMITS OF LIABILITY**

Workers’ Compensation Statutory

Employer’s Liability $500,000

Bodily Injury Liability $500,000 each occurrence

 Except Automobile $1,000,000 aggregate

Property Damage Liability $500,000 each occurrence

 Except Automobile $1,000,000 aggregate

Automobile Bodily Injury $500,000 each person

 Liability $1,000,000 each occurrence

Automobile Property Damage $500,000 each occurrence

 Liability

Excess Umbrella Liability $1,000,000 each occurrence

 The Town of Dalton shall be named as an additional insured under the liability and automobile insurance. The general liability policy should contain a broad form general liability endorsement.

***MAINTENANCE OF RECORDS***

 The Contractor shall comply with Massachusetts General Laws with regards to maintenance of project records.

***MODIFICATIONS***

 No modifications, waiver, or change shall be made in the terms and conditions of this Contract, except as may be mutually agreed upon in writing by all parties hereto.

***CONFLICTS OF INTEREST***

 Each party shall adhere to the provisions of Massachusetts General Laws, C. 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in C. 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or in the proceeds thereof, for the work to be performed in connection with the program assisted under this Agreement. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

***WAIVER***

 Neither the Town’s review, approval or acceptance of, nor payment for, any of the work or services furnished hereunder shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.

***ENTIRE UNDERSTANDING***

 This Contract, together with all documents included by reference pursuant to the Contract Documents, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

**ATTACHMENT B**

**SCOPE OF SERVICES**

The Roadmap must have sufficient granularity that the Team knows what they need to do and the timing they need to strive for to successfully complete each subproject on time.

1. The Roadmap must include:

* 1. An approach that increases public awareness and helps inform and empower community members to make choices that advance community climate change goals.
	2. An approach that ensures **all** community members enjoy the benefits of the Roadmap and **no** community members bear a disproportionate share of the impacts or the mitigation of the impacts of climate change. We are an Environmental Justice Community.
	3. A focus on short and medium term goals covering the next 7-12 years. Focusing only on the short and medium term will hopefully decrease CAP costs. After 7-12 years, an updated Roadmap based on successes and newly identified issues will need to be undertaken.
	4. Prioritization of related projects to maximize our rate of progress toward the referenced CECP goals.
1. The roadmap must be based on demographically complete resident input and have:
	1. Sufficient detail for each action that the steps needed to achieve each action are very clear. Examples include homes/year, cars/year, etc., including any changes in these numbers from year to year.
	2. Detailed and achievable timelines for each task and subtask.
	3. Estimated costs for each action and any additional resources required.
	4. A list of funding sources for each action item that are likely to support such action items. Any special requirements of each funding source should be listed.
	5. Innovative methods for identifying additional Team members and for involving residents in each action, and proven effective ways to encourage residents to help accomplish actions to reach the Roadmap’s goals.
	6. Methods and metrics for measuring the progress of each action toward the overall goal.
2. Roadmap development must incorporate a process that includes:
	1. Developing the questionnaire(s) or other proposed data collection methods that solicit(s) input from residents and businesses and any needed town marketing tools.
	2. Guidance on properly distributing the questionnaire, or other data collection methods, to assure demographic accuracy – and then accurately interpreting the results of that data collection to assure a Roadmap reflective of Dalton residents’ and businesses’ needs and preferences. The data collected should establish a baseline for Dalton’s current carbon inventory for future comparisons of public understanding and engagement.
	3. Providing all data the Team would sensibly need whenever they are involved in making a decision, with sufficient lead time for consideration of that data.
	4. Facilitation at critical points to assure we arrive at conclusions that accurately reflect the necessary GHG reduction steps we need to take and are realistically doable.
	5. A well-proven strategy of community engagement to develop a climate Roadmap that addresses Dalton’s demographics per the 2020 Federal Census data.  Consultant’s proposal should state the target percentage of Dalton’s population from whom data will be collected, as well as how demographics of respondents will be evaluated, to assure the collected responses accurately reflect the town’s true demographics.
	6. Creating a “guidebook” for residents that clearly describes what they each can do – and need to do – to help make the Roadmap a reality.
	7. Electronic versions of finalized work product need to be provided in a format that can be easily adapted to html for use on the town website or for use in PowerPoint presentations.

4. The Roadmap must include consideration of Dalton’s areas of greatest concern:

* Affordability and acquisition strategies for residential and commercial building weatherization, air source heat pumps, electric cars (BEV and/or HEV), residential charging systems and home solar arrays.
* Optimizing of the town’s EV charging network, which we have begun working on.
* Understanding how much solar power generation needs to come from homes and/or town solar arrays.
* Degree and type of grid improvements required to support the needed increased power generation.
* Desired guidance on each item: target number of homes, cars, by year.  For PV arrays the recommended MWh, amount of storage and timing of when the power or storage would be needed.
* Recommended opportunities for meaningfully increasing carbon capture.

**Project Deliverables**

At the conclusion of the project the consultant should deliver the following:

* No later than eight months after project initiation, ten (10) bound color copies of the final Roadmap and one (1) unbound copy shall be submitted to the Dalton Town Clerk’s office. One digital copy shall be provided in PDF format and an editable format.
* No later than eight months after project initiation, digital files of the Resident’s Guide shall be provided in PDF format and an editable format.
* Create a project website on the Town website that shall be in place for a minimum of one year from the time of project completion and available for editing by the Town. It shall host a full copy of the Roadmap and the Resident’s Guide at a minimum.
* A presentation to the Select Board summarizing the Roadmap with graphics, statistics, etc. that match the final Roadmap.
* Municipal operations and community-wide carbon emissions inventory used as the basis for the Roadmap.
* Carbon reduction analysis data
* Graphics and infographics for use on the web and social media.

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**ATTACHMENT C**

**Town Building MEI Data 2017-2021**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   | 2017 | 2018 | 2019 | 2020 | 2021 |
| Gasoline (gallons) | 1,279 | 1,228 | 1,350 | 1,212 | 1,302 |
| Gas (MMBTUs) | 1,226 | 1,411 | 1,514 | 1,373 | 1,275 |
| Electric (KWH) | 1, 831 | 1639 | 1,448 | 908 | 888 |
| Oil (gallons) | 272 | 399 | 353 | 303 | 297 |
| Diesel (gallons) | 1, 482 | 1,669 | 1,536 | 1,157 | 1,560 |

**ATTACHMENT D**

Commercial Buildings

1. Stationery Factory, Flansburg Ave.
2. Depot Street Office Building
3. Hill Engineers, Depot St
4. West Automotive, Depot St
5. Depot St State Government Office building
6. REK Surveyors, Curtis Ave
7. Dalton Garage, Main St
8. Union Block Building, Main St
9. Kelly’s Package store building, Main St
10. Porta Via building, Main St
11. Juice and Java Building, Main St
12. CRA, Main St
13. Pittsfield Coop Bank, Main St
14. Citgo Gas Station and Foodmart, Main St
15. Cumberland Farms Convenience Store and Gas Station, Main St
16. Car repair (next to Citgo), Main St.
17. Dery Funeral Homes, 890 Main St
18. Dwyer Wellington Funeral Service, 525 Main St
19. Shamrock Village Inn, Main Street
20. Car Wash, North Street
21. Dalton General Store, North Street
22. Old Unity Lodge, North St
23. American Legion, North St
24. Manny’s Pizza & Donut Man Bldg, North St
25. Holiday Brook Farm, North St.
26. Craneville Nursing Home, Main Street
27. Sugar Hill Senior Living, Main Street
28. Berkshire Money Management, Main St
29. Neenah Materials, 410 South St
30. Greenridge Plaza , South St
31. LP Adams, East Housatonic St.
32. Pierce Machine Co, East Housatonic St
33. Red’s Speakeasy, East Housatonic St
34. Realty Street, West Housatonic Street
35. HVAC company building (unoccupied), West Housatonic St
36. Dalton VFW, East Housatonic St
37. Auto Express, East Housatonic St
38. Drury Mechanical & T&M Electric, East Housatonic St
39. Zinky’s Pub, Daly Ave
40. Petell’s Garage, Daly Ave
41. Wahconah Country Club, Orchard Rd
42. Rip City & Shire Donuts Building, Dalton Division Rd
43. Petricca Sand & Gravel Oper, Brindle Rd
44. Tom Adams Construction, Hinsdale Road
45. Dave’s Country Corner Store, Hinsdale Rd

Manufacturing

1. Crane & Co., 3 locations
2. Sinicon Plastics, West Housatonic Street

Schools

1. Wahconah Regional High School
2. Nessacus Middle School
3. Craneville Elementary School
4. St Agnes School

Dental & Medical Practices

1. Dalton Medical Associates, 33 North St
2. RJ Dental Smiles, Main St
3. Dental Practice, Main St

Churches

1. First Congregational Church, Main St
2. St Agnes, Main St
3. Berkshire Nazarene Church, North Street
4. Methodist Church, corner of Main and North

Solar Arrays

1. Petricca – (operational) all electricity sold to entities outside of Dalton
2. Warren Farm RV Array – 3.1 MWh (in development)
3. Dalton Town Landfill PV Array – 2.0 MWh (under consideration)