

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR CONSULTING SERVICES FOR THE NEWTON  
OFFICE OF CLIMATE AND SUSTAINABILITY***

**REQUEST FOR PROPOSAL:**

**ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST  
THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A  
BERDO (BUILDING EMISSIONS REDUCTION AND DISCLOSURE)  
ORDINANCE**

***RFP # 23-28***

**Pre-Bid Meeting: September 22, 2022 at 11:30 a.m.  
Proposal Opening Date: October 6, 2022, at 10:00 a.m.**

**September 2022  
Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS #23-28**

The City of Newton (City) invites sealed proposals pursuant to M.G.L. c. 30B, §6 for:

**ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO (BUILDING EMISSIONS REDUCTION AND DISCLOSURE) ORDINANCE**

**Pre-Bid Meeting:** 11:30 a.m., September 22, 2022 Remote via Zoom (Not Mandatory)<sup>1</sup>

**Proposals will be received until:** 10:00 a.m., October 6, 2022

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids)

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **after 10:00 a.m., September 15, 2022.**

There will be no charge for contract documents.

Award will be made to the most advantageous proposer for services.

**The term of the contract shall be from day of contract execution through Sept 30, 2023 with options for two one-year extensions at the discretion of the City.**

All proposals are subject to the provisions of M.G.L. c.30B, §6. All proposals shall be submitted as follows: **(i) one (1) ORIGINAL and three (3) copies and one (1) digital copy of the Technical Proposal, and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND RFP NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
September 15, 2022

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<sup>1</sup> Zoom login instructions are provided in Attachment K at p. 36 below. Each attendee at the Zoom pre-bid meeting must provide the meeting host with its name, address, phone number, email address and name of contact person.

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #23-28**

**I. INTRODUCTION**

The City of Newton is in the process of developing a Building Emissions Reduction and Disclosure Ordinance (BERDO) for Newton which is modeled after Boston’s BERDO. This ordinance, as currently proposed, will require all buildings in Newton greater than 20,000 square feet to meet emissions targets, which gradually decline over time to net zero by 2050. The City is anticipating that the BERDO will be passed by the City Council in February 2023. The City has determined that there are 400 buildings greater than 20,000 square feet in the City, owned by 205 owners. 32 of these buildings are owned by the City itself. Under BERDO, building owners will be required to report their energy use and emissions to the City annually using the EPA Portfolio Manager platform and will be required to meet emissions standards.

The City has been conducting BERDO discussion sessions for stakeholders since June 2022. Five such sessions have already taken place, and under the current plan at least one session per month will continue through the end of 2022. The City intends to hold additional information sessions for stakeholders on topics such as: how to use the EPA Portfolio Manager platform, incentives and grants available for implementing energy efficiency measures, building electrification, solar energy, and the purchasing of renewable energy certificates. The City will be looking for assistance in developing and presenting these sessions and developing and implementing the BERDO ordinance, such assistance being referred to hereinafter as the “Services.”.

**II. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The Chief Procurement Officer has determined that in order to select the most advantageous proposer for the Services, comparative judgments of qualifications, in addition to price, will be necessary. The City’s evaluation committee shall review, evaluate and rate each proposer’s qualifications. After this rating has been reviewed and accepted, the City will open Price Proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on its Technical and Price Proposals.

**III. INSTRUCTIONS TO PROPOSERS**

Documents for this Request For Proposals (RFP) will be available for pickup at the Purchasing Department and online at the City’s website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after 10:00 a.m., September 15, 2022. There will be no charge for RFP documents.

1. **General Submission Requirements.** All proposals must be submitted no later than 10:00 a.m., Thursday, October 6, 2022. in accordance with Massachusetts General Laws Chapter 30B, Section 6 to:

Purchasing Department  
Newton City Hall  
1000 Commonwealth Avenue, Room 108  
Newton, MA 02459

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposal submission shall consist of two parts submitted in separate sealed envelopes as follows:

- A.) **Technical Proposal:** One (1) original and 3 copies and one digital copy of the Technical Proposal must be submitted in a sealed envelope, with your company name on the front of the envelope, and plainly marked:

**“Technical Proposal RFP #23-28 – “ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO ORDINANCE**

The Technical Proposal shall be submitted with **Attachment B** Technical Proposal Cover Sheet, and with all documents referenced therein attached.

The Technical Proposal shall include all information responsive to this RFP except the proposer's price, which shall be set forth in the Price Proposal. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

**B.) Price Proposal.** One (1) copy of the **Price Proposal** must be submitted in a sealed envelope, with your company name on the front of the envelope, plainly marked:

**“Price Proposal, RFP #23-28 – ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO ORDINANCE**

Price Proposal shall be submitted on **Attachment A** Price Proposal. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of work.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

A proposer's Price Proposal shall be inclusive of all costs. No separate start up fees or reimbursements for any supply or service, e.g., bonds, insurance, etc., shall be payable by the City.

There will be no public opening of submitted proposals. Following the deadline for receipt of proposals the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final, and an award has been made.

2. **Questions and Inquiries.** It is the responsibility of a proposer to inquire about and question any material contained in this RFP which is not fully understood or that is believed to be susceptible to more than one interpretation. All questions and inquiries involving procedural or technical matters should be directed to the City of Newton before noon on September 30, 2022, in writing by email or fax: FAX (617) 796-1227 or e-mail: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), referencing RFP #23-28 in all correspondence.
3. **Addenda.** Addenda will be emailed to every individual or firm on record as having taken the RFP. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#23-28), if you would like to be recorded as a potential proposer. It is the proposer's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be posted to the City's website [www.newton.ma.gov/bids](http://www.newton.ma.gov/bids).

All proposers must acknowledge all Addenda in both the Technical and Price Proposals.

4. **Proposal Expenses.** Expenses for developing the proposals, or expenses related to an interview, if requested, are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.
5. **Procurement Timeline:**

RFP Released:	September 15, 2022 at 10:00 a.m.
Pre-Bid Meeting:	September 22, 2022 at 11:30 a.m.
Questions due:	September 30, 2022 at noon
Final Addenda Issued:	On or before October 3, 2022 at 5:00 p.m.
Proposal Submittal Deadline:	October 6, 2022 Thursday, at 10:00 a.m.

6. **Proposal Acceptance and Rejection.** The City will give notice of the acceptance of a proposal and intention to award a contract by emailing copies of the contract to the winning proposer (Contractor) The Contractor shall execute a City-Contractor Agreement, substantially similar in form to that attached hereto, within fourteen (14) calendar days of delivery of the contract to the proposer. If the Contractor fails to execute such Agreement within such time period, the City may accept the next most advantageous proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

RFP #23-28 – ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO ORDINANCE (BUILDING EMISSIONS REDUCTION AND DISCLOSURE ORDINANCE)

To the extent legally permitted, the City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest.

**A.) Minor Informalities.** Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected. However, the City may waive any minor informalities, as defined in M.G.L. c. 30B, §2, in the proposal process, or allow the vendor to correct them. Other minor errors will be clarified consistent with M.G.L. 30B.

**B.) Non-Responsive Proposals.** Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this RFP may be rejected.

7. **Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
8. **Contract and Term.** The term of the contract shall extend from the day of execution through June 30, 2023 with options for two one-year extensions at the City’s discretion
9. **Insurance Requirements.** The Contractor will indemnify the City, at the time of contract execution, against any and all losses and damages by the provision of liability insurance, required Worker’s Compensation insurance, and such other coverage as may be required by law, as follows:

Worker’s Compensation	
	Per M.G.L.C. 149, §§34 & 152
Commercial General Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate
Vehicle Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate

The successful consultant firm shall maintain required insurance in full force and effect at its own cost and expense for the duration of the contract.

10. **Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
11. **Termination.** If applicable, Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
12. **Nondiscrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
13. **Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
14. **Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City employees.

**15. Project Fee.** Project fees must be provided as described. Fees shown shall include all costs and expenses (including materials, copying, mileage, travel, photography, etc.) necessary to complete the scope of work.

#### **IV. PROJECT OVERVIEW**

The City is seeking assistance and support with various aspects of the BERDO initiative during both the development and implementation phases. This may include:

- Developing and hosting information sessions for building owners and stakeholders, both before and after a BERDO is passed by the City Council,
- Conducting research and technical analysis in support of developing the ordinance,
- Assistance in setting up the EPA Portfolio Manager platform for use in the program,
- Developing and implementing a system for building owner data reporting to the city, data management and public disclosure by the City,
- Engaging with the building owners covered by the ordinance,
- Providing assistance to building owners in understanding and implementing the ordinance,
- Setting up and manning a help desk to answer questions from building owners,
- Tracking progress toward meeting the BERDO standards and the goals of the Newton Climate Action Plan with regard to emissions from buildings covered by BERDO ordinance.
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#### **V. SCOPE OF WORK -EXAMPLES OF TASKS**

The following are examples of some of the tasks that the City may need assistance from the consultant. The consultant may be asked to do other related work as well as work indicated under these examples.

1. Assist in the writing of the BERDO ordinance for Newton (which will use Boston BERDO as the template),
2. Provide research and technical assistance,
3. Work with EPA to set up PM (Portfolio Manager) for use by Newton in its BERDO program:
  - a. Set up EPA Portfolio Manager (PM) interface with the City,
  - b. Sharing of building owner PM reports with the City,
  - c. Downloading of reports to a City template for posting on the City website,
  - d. Developing BERDO building ID numbers,
  - e. Developing City report template if needed,
  - f. Installing Newton GHG emission conversion factors in PM.
4. Assist with setting up a reporting system and reporting format for the annual reports submitted to the City by building owners subject to BERDO ordinance.
5. Provide training to building owners on the use of the EPA Portfolio Manager program.
6. Work with the utilities to provide procedures for building owners to easily access their, and their tenants, data on the use of gas and electricity.
7. Engagement with building owners and who are subject to BERDO through presentations and other means of communications,
8. Provide assistance to building owners through webinars, presentations, and other means of communication,
9. Set up a system/platform for communication with building owners,
10. Analyze data from the Tax Assessor's data base, as needed,
11. Use the data on GHG emissions from buildings covered by BERDO ordinance to assess progress towards the goals of Newton Climate Action Plan,
12. Set up and staff a Help Desk for building owners to answer questions about BERDO and Portfolio Manager.
13. For City-owned buildings:
  - a. Review EPA PM reports for buildings that have been submitted.
  - b. Enter buildings that have not been submitted.
14. Analyzing the emissions performance of its City owned buildings (32 buildings) which are subject to the ordinance and assist the City in developing strategies for compliance with BERDO emission targets.

**V. PERFORMANCE TIMELINE**

The City anticipates that the consultant will be under contract by October 22, 2022 and attend a kickoff meeting with Newton’s BERDO Team on October 25, 2022. The first phase of this contract is through June 30, 2023 with two one year options for extensions at the discretion of the City.

**VII. MINIMUM QUALIFICATIONS**

The City is seeking a consultant (or consultant and its sub-consultants) with the following qualifications:

- a. Experience and knowledge in the use and functions of EPA Portfolio Manager.
- b. Experience knowledge with building retrofit strategies and programs.
- c. Experience and knowledge of building electrification equipment, strategies and programs.
- d. Experience and knowledge of Mass Class 1 Renewable Energy Certificates and the REC market.
- e. Experience and knowledge of Massachusetts solar programs.
- f. Experience and knowledge of building codes.
- g. Legal expertise to assist in the development of the BERDO ordinance language.
- h. Experience and knowledge of utility and Mass Save incentive programs.
- i. Ability and experience developing and presenting seminars on any of the above topics.
- j. Ability and experience working with utilities to set up an avenue for building owners to access their utility use data.

**VIII. PROPOSAL CONTENT:**

**Technical Proposal:**

A. Do you meet the Minimum Qualifications in section VII? YES \_\_\_\_ NO \_\_\_\_

B. Narrative

The proposer is required to provide a brief narrative for each scenario (no more than one page) which addresses the proposer’s qualifications and experience in each of the following six groups of tasks. The tasks are listed under Section V. SCOPE OF WORK-EXAMPLES OF TASKS (this is same group of tasks as under Price Proposal below).

- I. 1,2 above
- II. 3,4,5,6 above
- III. 7,8,9 above
- IV. 10,11 above
- V. 12 above
- VI. 13,14 above

Each group of tasks must be addressed with a separate narrative and an indication of the skill level (job title) of the staff that will be assigned and the extent that they will be involved. This staffing should reflect the staffing included in the cost proposal.

1. For each group of tasks (I-VI) the proposal must provide a narrative of up to one page which addresses the following:

- years of experience by the firm, staff members (must be named and resume attached per item 2 below) and any sub-contractor.
- Describe the nature of the experience and qualifications.
- Describe any special knowledge or credential the firm, staff or sub-contractor may have.
- Availability to assist the City.

Staff members must be identified in the one-page narrative and resumes provided (see item 2 below) as an attachment to the proposal. Sub-contractors must be identified and a one-page description of their role and their qualifications must be provided with the resumes.

2. Availability and deployment of assistance: Consultant must provide a list of staff assigned and sub-contractors assigned to the contract and attach resumes at the end of this section. Consultant must provide a narrative which addresses the following:

- how they will communicate with the City,
- do you have staffing/capacity to handle more than one of the groups of tasks at the same time?
- indicate who will be the lead person for this contract (provide name and resume), what their role will be and their authority over assigned staff,
- indicate who will be available for the Kickoff meeting on October 25, 2022,
- Consultant must be available for at least 3 to 4 one-to-1.5-hour meetings per month in addition to working on tasks assigned. Remote meetings using Zoom will be acceptable in most cases,

Must be able to develop presentations and turn around tasks in a timely manner.

#### **Price Proposal:**

Hourly Rates: Using Attachment A, provide hourly rates for staff (Job Titles) at all levels. These are the hourly rates for all services that will be provided to the City under this RFP.

#### **Cost Proposal:**

Using TABLE A, provide a cost and staffing plan for the following groups of tasks (scenarios) using the hourly rates indicated above. These are hypothetical scenarios for the purpose forming a basis for a price comparison among proposers using your hourly rates. These scenarios are not necessarily how the actual work will be distributed after the contract has been awarded.

- I. 1,2 above (assume 20 hours of legal assistance and 20 hours of subject matter research).
- II. 3,4,5,6 above (assume 3 one-hour training sessions) plus 30 manhours.
- III. 7,8,9 above (assume 20 hours of assistance and 5 presentations).
- IV. 10,11 above (assume 20 hours).
- V. 12 above (assume 10 calls per week).
- VI. 13,14 above (assume 32 hours).

Completed **Attachment A** “The Price Proposal”.

Price proposals must be inclusive of all services described in **Part VIII**. The Cost Proposal in VIII will be the basis for evaluating competitive pricing. Consulting fee effective upon completion of an executed agreement through June 30, 2023. Proposals are subject to all requirements and stipulations as set forth in **Part III, Instructions to Proposers**. All proposals shall remain firm for ninety (90) calendar days after the proposal opening

#### **IX. COMPARATIVE CRITERIA**

The evaluation of each proposal for the Services will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

1. Qualifications will be evaluated as follows:

Highly Advantageous: *3 to 5 years of experience in each of the scenarios under section VIII.B.*



Advantageous: *2 to 3 years of experience in each of the scenarios under VIII.B.*

Not Advantageous: *Less than 2 years of experience in any of the scenarios under VIII.B.*

Unacceptable: *No experience in any one of the scenarios under VIII.B.*

2. Availability will be evaluated and ranked based on the following criteria.

Highly Advantageous: *Satisfactorily addresses all bullets under VIII.B.2 and identifies a lead person and 6 or more qualified professional staff available to work on the project.*

Advantageous: *Satisfactorily addresses all bullets under VIII.B.2 and identifies a lead person and 4 or 5 qualified professional staff available to work on the project.*

Not Advantageous: *Satisfactorily addresses all bullets under VIII.B.2 and identifies a lead person and 3 qualified professional staff available to work on the project.*

Unacceptable: *Has fewer than 3 professional staff available to work on the project.*

An “Unacceptable” rating in either Comparative Criterion will eliminate a proposal from further consideration.

## **X. RULE FOR AWARD**

The contract, substantially similar to the City-Contractor Agreement attached hereto as **Attachment J**, will be awarded to that proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the price and non-price proposals. The City reserves the right to reject any and all proposals as determined to be in the best interests of the City

**THE CONTRACT(S) WILL BE AWARDED WITHIN NINETY (90) DAYS AFTER THE PROPOSAL OPENING. THE TIME FOR AWARD MAY BE EXTENDED FOR UP TO 45 ADDITIONAL DAYS BY MUTUAL AGREEMENT BETWEEN THE CITY AND THE APPARENT MOST ADVANTAGEOUS RESPONSIVE AND RESPONSIBLE PROPOSER(S).**

**ATTACHMENT A  
PRICE PROPOSAL**

This form must be completed and placed in a separate, sealed envelope, plainly marked with your company name on the front:

**RFP #23-28 – ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO (BUILDING EMISSIONS REDUCTION AND DISCLOSURE) ORDINANCE**

This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

**TO THE AWARDING AUTHORITY:**

A. Attach Cost Proposal using the format in Table A-Cost Proposal. The proposer may attach an excel spreadsheet using the same format and labeling.

B. Compensation for services requested by the city in the RFP Scope of Services in the following format:<sup>2</sup> (revise/add titles as appropriate)

Title	Hourly Rate	Estimated Hours	Total
Principal			
Senior Manager			
Project/Department Manager			
<b>GRAND TOTAL</b>			

The undersigned certifies that this offer fully complies with all the requirements of this RFP.

The undersigned is responsible for providing its own workspace and equipment, as well as covering all routine travel and other expenses. No reimbursable expenses will be paid unless specifically agreed in advance. No employee benefits are provided.

Date:

\_\_\_\_\_  
(Name of Firm or Individual Submitting Bid)

BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

<sup>2</sup> An example of the Price Proposal presentation is shown on p. 11.

**SAMPLE PRICE PROPOSAL**

BIDDER MAY USE AN EXCEL TABLE USING THIS FORMAT AND LABELING.

TABLE A- COST PROPOSAL			
SCENARIO	PRIMARY STAFF TITLE	PERSON HOURS	COST
List each of scenarios I-VI under the Cost Proposal, Section VIII.	Use Job Titles listed under hourly rates.	List estimated man hours per Job Title.	Hours multiplied by hourly rate.
<b>Example:</b>			
<b>Scenario II</b>	<b>Program Manager</b>	<b>6</b>	<b>\$ 900.00</b>
	<b>Senior Analyst</b>	<b>10</b>	<b>\$ 1,000.00</b>
	<b>Junior Analyst</b>	<b>20</b>	<b>\$ 1,600.00</b>
	<b>sub-total</b>		<b>\$ 3,500.00</b>
<b>Grand Total (Provide total cost of all scenarios).</b>			<b>\$ -</b>

**ATTACHMENT B  
TECHNICAL PROPOSAL COVER SHEET**

**This form and accompanying materials, as required in Part III. PROPOSAL SUBMISSION REQUIREMENTS must be completed and placed in a separate sealed envelope marked:**

**RFP #23-28 ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO (BUILDING EMISSIONS REDUCTION AND DISCLOSURE) ORDINANCE**

This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Additional Technical Proposal Submission Documents duly completed and signed.

- City of Newton Technical Proposal Cover Sheet (Attachment B)
- City of Newton Bidder’s Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certificate of Foreign Corporation, if applicable (Attachment E)
- Debarment Letter (Attachment F)
- IRS Form W-9 (Attachment G)
- Certification of Tax Compliance (Attachment H)
- Business Category Information Form (Attachment I)

Date:

\_\_\_\_\_  
(Name of Firm or Individual Submitting Bid)

BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

Provide name, telephone number, and email address of designated contact person for this project if different from Proposal Signatory listed above:

: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

**ATTACHMENT C  
CITY OF NEWTON  
BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED?  YES  NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**?  YES  NO **WBE**?  YES  NO or **MWBE**?  YES  NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
 YES  NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT?  YES  NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID?  YES  NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:(\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## ATTACHMENT D

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

**ATTACHMENT E**

**CERTIFICATE OF FOREIGN CORPORATION**

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

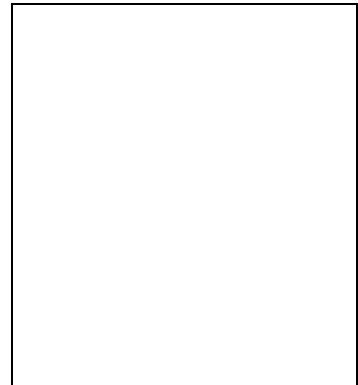
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*





**ATTACHMENT F**

**DEBARMENT LETTER**

City of Newton



Mayor  
Setti D. Warren

**Purchasing Department**  
Nicholas Read @ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid # \_\_\_\_\_

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**ATTACHMENT G**

**IRS FORM W-9**

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT H**

**CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

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

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

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

- \* The provision in this Certification relating to child support applies only when the Contractor is an individual.
- \*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their nonfiling or delinquency will not have a contract or other agreement issued, renewed, or extended.

**ATTACHMENT I**  
**Business Category Information Form\***

**IFB No. 23-28**

**RFP Energy/Sustainability Consulting Services to Assist the City in the Development and Implementation of a BERDO (Building Emissions Reduction and Disclosure Ordinance) Ordinance**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_

By: \_\_\_\_\_

Date:

**ATTACHMENT J**

**CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

**CITY - CONTRACTOR AGREEMENT**  
**CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Two by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

**ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE  
DEVELOPMENT AND IMPLEMENTATION OF A BERDO (BUILDING EMISSIONS  
REDUCTION AND DISCLOSURE) ORDINANCE**

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement.
  - b. The City's Request for Proposal #23-28 (RFP) issued by the Purchasing Department; Energy/Sustainability Consulting Services to Assist the City In the Development and Implementation of a BERDO (Building Emissions Reduction And Disclosure) Ordinance; and, if included or referenced therein, any Standard Terms and Conditions.
  - c. The following Schedules attached hereto:
    - Schedule A: Scope of Services
    - Schedule B: Compensation and Method of Payment
    - Schedule C: Work Program and Schedule
    - Schedule D: General Requirements
    - Schedule E: Certificate of Authority
  - e. Addenda Number(s) \_\_\_\_\_ ;
  - f. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications;
  - g. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
  - h. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Contractor. The Contractor represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the City.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.



- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from day of contract execution through June 30, 2023 with an option for two one year renewal periods at the discretion of the City. Total payments under this contract in the first year shall not exceed \$50,000.00 unless the contract total has been increased by a duly executed change order. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. COMPENSATION.** Each month the Contractor shall send to the City an invoice documenting the work done and the dates when such work was performed and the balance of funds remaining on the contract. Payment of the above invoice shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Contractor in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Contractor. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Contractor shall only be entitled to compensation in accordance with the provisions of Article xx below, whichever is applicable.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Proposal Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF WORK.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written notice to proceed issued by the City.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

- XII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that they will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.**
- (a) Termination For Cause. If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- (b) Termination For Convenience. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Contractor shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- XVIII. INDEMNIFICATION.** The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- XIX. RELATIONSHIP OF THE PARTIES.** The Contractor shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.

**XX. NONDISCRIMINATION.** The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

**XXI. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Contractor is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

**XXII. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

**XXIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XXIV. INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

**WORKER'S COMPENSATION**

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

**COMMERCIAL GENERAL LIABILITY**

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

**VEHICLE LIABILITY**

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insured's on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**XXV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XXVI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*Director of Public Works*

Date \_\_\_\_\_

*Affix Corp Seal Here*

Approved as to Legal Form and Character

City funds in the amount of  
are available in account number:

By \_\_\_\_\_

*Associate City Solicitor*

\_\_\_\_\_

Date \_\_\_\_\_

I further certify that the Mayor, or her designee,  
is authorized to execute contracts and approve  
change orders.

**CONTRACT APPROVED**

By \_\_\_\_\_

*Comptroller of Accounts*

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATE OF AUTHORITY - CORPORATE**

- 1. **I hereby certify that I am the Clerk/Secretary of** \_\_\_\_\_  
(insert full name of Corporation)
- 2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
- 3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
- 4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

- 5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

- 6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
SEAL HERE  
(Signature of **Clerk or Secretary**)\*
- 7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
- 8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## SCHEDULE A

### SCOPE OF WORK

The following are examples of some of the tasks that the City may need assistance from the consultant. The consultant may be asked to do other related work as well as work indicated under these examples.

1. Assist in the writing of the BERDO ordinance for Newton (which will use Boston BERDO as the template),
2. Provide research and technical assistance,
3. Work with EPA to set up PM (Portfolio Manager) for use by Newton in its BERDO program:
  - g. Set up EPA Portfolio Manager (PM) interface with the City,
  - h. Sharing of building owner PM reports with the City,
  - i. Downloading of reports to a City template for posting on the City website,
  - j. Developing BERDO building ID numbers,
  - k. Developing City report template if needed,
  - l. Installing Newton GHG emission conversion factors in PM.
4. Assist with setting up a reporting system and reporting format for the annual reports submitted to the City by building owners subject to BERDO ordinance.
5. Provide training to building owners on the use of the EPA Portfolio Manager program.
6. Work with the utilities to provide procedures for building owners to easily access their, and their tenants, data on the use of gas and electricity.
7. Engagement with building owners and who are subject to BERDO through presentations and other means of communications,
8. Provide assistance to building owners through webinars, presentations, and other means of communication,
9. Set up a system/platform for communication with building owners,
10. Analyze data from the Tax Assessor's data base, as needed,
11. Use the data on GHG emissions from buildings covered by BERDO ordinance to assess progress towards the goals of Newton Climate Action Plan,
12. Set up and staff a Help Desk for building owners to answer questions about BERDO and Portfolio Manager.
13. For City-owned buildings:
  - c. Review EPA PM reports for buildings that have been submitted.
  - d. Enter buildings that have not been submitted.
14. Analyzing the emissions performance of its City owned buildings (32 buildings) which are subject to the ordinance and assist the City in developing strategies for compliance with BERDO emission targets.

**SCHEDULE B  
COMPENSATION AND METHOD OF PAYMENT**

**Section I. Method of Determining Compensation**

Fees for Services for the Project shall be that set forth in the Price Proposal

**Section II. Billing Rates**

Rates of payments for Services shall be at such rates as agreed by the parties, but in no event more than the hourly compensation set forth in the Price Proposal

**Section III. Payment Schedule**

Consultant shall invoice monthly. Invoices shall be sent by email to: William H. Ferguson, Co-Director of Sustainability, [wferguson@newtonma.gov](mailto:wferguson@newtonma.gov) with a copy to Perry Rosenfield, Senior Financial Analyst, [prosenfield@newtonma.gov](mailto:prosenfield@newtonma.gov).

**Section IV. Payment**

Payment shall be made to the Contractor within thirty (30) days of submission by the Contractor to the City of a detailed requisition for payment describing the basic and extra services performed. The City shall have the right to review and approve the Contractor's requisition. Payment shall not be due the Contractor until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accompanied by a detailed time record for time and material expenses.

## **SCHEDULE C**

### **WORK PROGRAM AND SCHEDULE**

- I. The Agreement shall take effect as of the date of execution and shall terminate on June 30, 2023 with an option for two one year extensions at the discretion of the City.
- II. The Contractor shall complete the work set for in the Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the Contractor shall endeavor to perform the required work in advance of the schedule.



## SCHEDULE D

### GENERAL REQUIREMENTS

The following Articles shall govern all work under or products of this Agreement unless specifically modified elsewhere.

#### ARTICLE 1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the Consultant.

1.1.1 The City shall furnish upon the Consultant's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Consultant as promptly **as possible its instructions and decisions.**

1.2 Action by the City

1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the Consultant from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the Consultant, or it shall notify the Consultant in writing why such approvals are being withheld.

1.3 Waivers

1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

#### ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

2.1 Scope

2.1.1 The Consultant shall be responsible for the professional adequacy, technical accuracy and coordination of all the data, illustrations, reports, zoning text and any other material or work furnished by him or his consultants, or subcontractors.

2.2 Assignability

2.2.1 The Consultant shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

2.3 Employment of Consultants

2.3.1 The Consultant may provide services in collaboration with either consultants or qualified associates. It shall be the Consultant's responsibility to engage and enter into agreements with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.

2.4 Meetings

2.4.1 The Consultant shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

2.5 Time and Order of Services

2.5.1 The Consultant shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Co-Director of Sustainability . They shall insure prompt and continuous prosecution of the Project to the extent of their professional responsibilities.

2.6 Submissions

- 2.6.1 The Consultant shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.
- 2.7 Revisions
  - 2.7.1 The Consultant shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program. The City shall provide comments on submitted work products in a consolidated and timely manner. Any second or subsequent round of revisions requested on a single work product shall be treated as an Additional Service. For the purposes of this agreement, each submitted draft of a work product shall each be considered a separate work product.
- 2.8.1 Substantial Changes
  - 2.8.1 The Consultant shall make substantial changes as an Additional Service when requested by the Co-Director of Sustainability.
- 2.9 Consultant's Code Compliance
  - 2.9.1 It is the Consultant's responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards in effect at the time the services are provided.

### **ARTICLE 3. TERMS**

- 3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:
  - 3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.
- 3.2 Enumerations
  - 3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

### **ARTICLE 4. DOCUMENTS**

All studies and materials prepared under this Agreement shall be the property of the City and at the termination of the Consultant's services, promptly turned over to the City. These items shall include, but not be limited to, originals of drawings, specifications, reports, etc.

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement; and with respect thereto the Consultant agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the Consultant's copyright and to all designs as to which the Consultant may assert any rights or establish any claims under any patent or copyright laws. The Consultant shall not be responsible for changes made in the documents without the Consultant authorization, nor for the City's use of the documents if such use does not involve the services of the Consultant pursuant to this Agreement.

### **ARTICLE 5. NOTICES**

Any notice, instruction, or other documents required of the Consultant by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble to in this Agreement or if provided by email.

**SCHEDULE E**

**CERTIFICATE OF AUTHORITY - CORPORATE**

9. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
10. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds**.)
11. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
12. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

13. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

14. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE
15. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
16. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## ATTACHMENT K

### Pre-Bid Zoom Log in Information<sup>3</sup>

11:30 a.m. September 22, 2022

Join Zoom Meeting

<https://us02web.zoom.us/j/88599772142?pwd=b09JNmFaRmYwWVlabVZXN1FEbHUyQT09>

Meeting ID: 885 9977 2142

Passcode: 726924

One tap mobile

+16465588656,,88599772142#,,,,\*726924# US (New York)

+16469313860,,88599772142#,,,,\*726924# US

Dial by your location

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 719 359 4580 US

Meeting ID: 885 9977 2142

Passcode: 726924

Find your local number: <https://us02web.zoom.us/u/kdYXbofsVd>

Best,

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<sup>3</sup> Each attendee at the Zoom pre-bid meeting must provide the meeting host with its name, address, phone number, email address and name of contact person.