

**TOWN OF BROOKLINE - PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MASSACHUSETTS 02445**

**REQUEST FOR PROPOSAL
FOR**

CLIMATE ACTION AND RESILIENCY PLAN

DEPARTMENT OF PUBLIC WORKS SUSTAINABILITY DIVISION

OCTOBER 2024

**PROPOSALS DUE:
WEDNESDAY, NOVEMBER 20, 2024 @ 2:00 P.M.**

GENERAL

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws, Ch. 30B for a CLIMATE ACTION AND RESILIENCY PLAN for the Town of Brookline.

Procedures under this Request for Proposals (RFP) require a separate and confidential submission of a Cost Proposal and a separate submission of a Technical Proposal. Technical Proposals will be evaluated without knowledge of prices by a committee appointed by the Chief Procurement Officer. The Chief Procurement Officer will determine the most advantageous Proposal after taking into consideration the evaluation of Technical Proposals made by the committee together with a consideration of prices set forth in the Cost Proposals.

Any questions pertaining specifically to the Scope of Services for this RFP are to be directed to: Alexandra Vecchio Director of Sustainability and Natural Resources, 333 Washington Street, Brookline, MA 02445; telephone: (617) 730-2088; email: avecchio@brooklinema.gov

Any questions pertaining to the overall RFP are to be directed to David Geanakakis, Chief Procurement Officer, Purchasing Division, 333 Washington Street, Brookline, MA 02445; telephone: (617) 730-2195; fax (617) 264-6446; email: dgeanakakis@brooklinema.gov and Richard Saville Procurement Officer email: rsaville@brooklinema.gov

Proposals may be held open for a period of one hundred twenty (120) days from the proposal due date unless award is made sooner or the time for award is extended by consent of all parties concerned. Award, payment and performance obligations shall depend on the availability and appropriation of funds. The Town of Brookline reserves the right to reject all proposals.

PROPOSAL SUBMISSION PROCEDURE

Proposals will be received at:

Town of Brookline
Town Hall, Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

The deadline for submission of proposals is Wednesday November 20, 2024 at 2:00 p.m. at which time they will be opened in confidence in accordance with c. 30B, §6 (d).

Proposals submitted after that time and date will be rejected.

NOTE: Payment (Price) Proposals must be kept entirely separate from Technical Proposals. Failure to follow this instruction will result in rejection of the proposal.

It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

NOTE: Cost proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Technical Proposal shall be submitted as follows:

Each respondent shall submit eight (8) copies (1 original and 7 copies) together with one USB stick for each, in a separate and sealed envelope clearly marked as follows, submitted to the Chief Procurement Officer.

Proposal Envelope A—Technical Proposal
CLIMATE ACTION AND RESILIENCY PLAN
Reference # P-25-04

Proposer's Name _____

Cost Proposal shall be submitted as follows:

Each respondent shall submit eight (8) copies (1 original and 7 copies) in a separate and sealed envelope clearly marked as follows together with one electronic proposal submitted to the Chief Procurement Officer.

Proposal Envelope B—Cost Proposal
CLIMATE ACTION AND RESILIENCY PLAN
Reference # P-25-04

Proposer's Name _____

The Cost Proposal shall identify costs per task, including the fully burdened hourly rate of each individual assigned to each task. If modifications are proposed to the Scope of Services, the costs of said modifications should be clearly identified.

Project Description

The Town of Brookline, Massachusetts is seeking proposals from qualified consultants to assist in the development of a comprehensive Climate Action and Resiliency Plan (CARP), building upon the foundation of the Town's 2018 Climate Action Plan and 2023 Hazard Mitigation Plan, with the goal of addressing current and future climate challenges. Brookline has a twenty-year history of taking steps toward improving the sustainability and resiliency of its community; however, there is a pressing need for a comprehensive, actionable framework aligned with the Town's most recent goal of achieving net zero emissions by 2040. In addition to reducing greenhouse gas (GHG) emissions, Brookline must address its vulnerability to the impacts of natural hazards due to climate change, including severe wind storms, extreme temperatures, and flooding.

The Town of Brookline has invested in past sustainability and resiliency assessments, including the Climate Vulnerability Assessment (2017), Climate Action Plan (2018), Climate Resilience Design Guidance (2019), Urban Forest Climate Resiliency Master Plan (2021), Zero Waste Framework (2021) and Hazard Mitigation Plan (2023). These will be assessed and integrated as appropriate into the final CARP and associated implementation plans for the priority climate actions.

This updated and integrated plan will provide a comprehensive roadmap for addressing climate change and its anticipated impacts in Brookline, focusing on advancing key policies, programs, and projects that were identified in previous Town efforts but have yet to be fully implemented. The consultant team will review the Town's climate mitigation and adaptation goals in order to provide clear and prioritized

strategies and actions to accomplish them. The updated Climate Action and Resiliency Plan will compile the findings of the aforementioned reports, assess recent actions, and redefine and prioritize the strategies previously identified. This plan should be measurable, efficient, action-oriented, and practical. Each action item will include a detailed implementation strategy, including the identification of partners that should be involved, potential funding strategies, schedule, and equity considerations.

In addition, the plan will assess the cost-effectiveness of each proposed action, weighing the financial investment against its expected impact in reducing emissions or increasing climate resilience. This cost-benefit analysis will ensure that Brookline's climate actions are both fiscally responsible and effective in combating climate change.

SCOPE OF WORK

The Town seeks proposals from qualified individuals, firms, or organizations to develop a high priority, high impact, CARP consistent with evolving science, technology, and public policy. This approach should include meaningful communication with and inclusion of Brookline's most highly vulnerable and impacted Environmental Justice (EJ) populations.

The CARP will include both outcomes over which the Town of Brookline has direct control, such as Town buildings and infrastructure; and outcomes over which the town does not have direct control, but which the town can support or influence, directly or indirectly, such as private and commercial real estate and private transportation.

The final CARP should be succinct and efficient and should clearly delineate high priority and high impact initiatives that the Town can measure and track. These initiatives should be prioritized and recommended for implementation over a ten-year timeframe to equitably address both climate mitigation and adaptation-related challenges and be aggressive enough to help Brookline achieve its target goal of net-zero emissions by 2040.

The Consultant Team will work with Town staff to analyze data and develop actionable recommendations for the Town. The Zero Emissions Advisory Board (ZEAB) will participate in public meetings with the Consultant Team and staff. It is anticipated that there will be approximately 2 public forums with 2 final public presentations of the plan and findings, in addition to monthly staff/technical committee working progress meetings.

All files considered public record (including, but not limited to, all documents and/or presentations used in meetings as well as the final CARP), must be ADA compliant (screen-reader friendly). Screen-reader friendly documents include headings, meaningful hyperlinks, alternate text for images, and an appropriate identified reading order.

Much of the work in between the Consultant Team and Town staff will be handled electronically and via telephone, as well as a bi-weekly Zoom meeting to check in on the work plan and associated deliverables.

It is anticipated that the scope of work for the Climate Action and Resiliency Plan will include the following:

1. Gather and Review Existing Climate Data, Town Plans, and Conduct Baseline Assessment of Existing Town Climate Mitigation and Adaptation Actions and Goals
2. Develop Community Engagement Plan for CARP Development and Implementation
3. Host Community Input Forums for Feedback on Plan Development and Prioritization of Actions

4. Meet and Consult with Relevant Town Departments (Building Department, Planning Department, Health and Human Services, Emergency Management, Department of Public Works)
5. Identify and Prioritize Mitigation and Adaptation Actions
6. Draft Detailed Implementation Strategies for Priority Actions
7. Plan Development
8. Create Dashboard to Track Implementation Progress
9. Presentation to ZEAB, Select Board, and other Relevant Boards and Commissions

Project Tasks and Deliverables

This section outlines the nine major project tasks and associated deliverables:

1. **Technical Memorandum & Matrix** – The consultant will conduct a review of existing Town plans, initiatives, and goals to identify a high priority, high impact list of potential climate mitigation and adaptation-related initiatives. Many of these may already exist in Town plans; however, this matrix should capture them in one place and help to prioritize based on Town resources, funding sources, efficacy, and measurability. The findings in the matrix will be summarized in a technical memorandum.
2. **Interviews with Town Officials** - The consultant will conduct interviews with key town personnel and relevant stakeholders to gather insights and ensure alignment with existing town initiatives and goals.
3. **Incorporation of Best Practices** - The consultant will research and incorporate best practices from leading community climate action plans, ensuring Brookline benefits from proven strategies and innovative solutions that have been successful in other municipalities. The Consultant will draw on their expertise in climate action and sustainability, to provide analysis and recommendations tailored to Brookline’s specific needs. This includes but is not limited to evaluating local climate vulnerabilities, opportunities for emissions reduction, and potential cost savings and financial implementation resources.
4. **Evaluation and Selection Criteria** – The consultant will lead the effort to establish both quantitative and qualitative criteria to evaluate and prioritize climate mitigation and adaptation programs, policies, and projects. These criteria will be well defined in the plan so that future actions can be prioritized using the same criteria.
5. **Community Outreach, Communication and Meaningful Engagement Plan**– The consultant will produce a Community Engagement Plan at the outset of the project that incorporates elements of Brookline’s Community Engagement Plan where applicable and outlines how the following elements will be taken into consideration during plan development and implementation: Equity and Inclusion, Outreach Tools (website, print and digital media, social media, etc.), Surveys, and Focus Groups. The consultant may also utilize existing data sets from the Town’s recent Comprehensive Plan community process.

6. **Public Forums** – The consultant is responsible for organizing and leading at least two public forums that outline the plan development process, review existing data sets, and provide opportunity for public input and comment on the CARP.

7. **Draft and Final Plans** – The consultant will develop both a draft and final CARP including a list of high priority, high impact actions. Each action will include SMART goals and objectives, outline responsible parties, and identify projected costs to implement as well as potential funding sources. In addition, the consultant will integrate best management practices (BMPs) and the latest technologies for climate mitigation and adaptation, ensuring that recommended actions are tailored to Brookline’s unique needs and challenges, enhancing the effectiveness and feasibility of each action. This Draft Plan will be presented to the Zero Emissions Advisory Board and the Select Board.

8. **Dashboard to Track Implementation Status** – The consultant will develop a “Climate Action Dashboard” that the Town can utilize to track the implementation status of various actions outlined in the plan. This will be a web-based tool that can easily function on the Town’s existing web platform.

9. **Final Report and Presentation** – The consultant will complete a Final Report for the project that documents process, input, and implementation strategies for priority actions in the CARP. The final report will be presented to ZEAB and then the Select Board for review and approval.

Consultant Qualifications:

The successful consultant or consulting team must have demonstrated expertise in climate action planning, including the development of comprehensive strategies for reducing greenhouse gas emissions and enhancing climate resilience. Essential qualifications include:

1. **Relevant Experience:** A proven track record in developing climate action and resiliency plans for municipalities or regions, particularly with a focus on achieving zero-emissions goals and addressing vulnerabilities to climate-related hazards (e.g., flooding, extreme weather, heat waves).
2. **Technical Expertise:** In-depth knowledge of climate science, greenhouse gas accounting, and adaptation and mitigation strategies. Familiarity with best practices in sustainability, renewable energy, energy efficiency, electrification, and carbon reduction technologies are essential.
3. **Cost-Benefit Analysis Skills:** The ability to assess and analyze the cost-effectiveness of various climate actions, balancing financial investment with the projected impact on emissions reduction and climate resilience.
4. **Policy and Regulatory Knowledge:** Expertise in local, state, and federal climate policies and regulations, as well as experience working with municipal governments to navigate compliance, permitting, and funding opportunities for climate initiatives.
5. **Stakeholder Engagement:** Experience in working collaboratively with diverse stakeholders, including local governments, community groups, residents, businesses, and advocacy

organizations. The consultant must be able to facilitate public engagement processes and integrate community feedback into the final plan.

6. **Project Management:** Strong project management skills, including the ability to manage complex projects with multiple deliverables, coordinate with various partners and agencies, and meet deadlines.
7. **Equity Considerations:** A demonstrated commitment to equity and environmental justice, ensuring that climate strategies address the needs of vulnerable populations and disadvantaged communities.
8. **Data-Driven Approach:** Ability to use data and metrics to inform decision-making, establish baselines, and track the effectiveness of climate actions over time. The consultant should be capable of integrating the latest climate models and projections into the planning process.

These qualifications will ensure that the consultant can deliver a comprehensive, actionable, and fiscally responsible climate action plan that meets the needs of the Town of Brookline.

BUDGET

The primary funding for this project is from American Rescue Plan Act funds. **The project cannot exceed the budget allocated.** The Grant breakdown is as follows:

- \$95,000 – Amount of grant funds. To be used to complete the project tasks and deliverables.
- \$5,000 – Supplementary Town stipends for participation in community meetings, food at community meetings, and various printed materials.

TIMELINE

Anticipated Plan Development and Public Meeting Schedule (subject to change):

Item	Due
Proposal Responses	November 2024
Proposal Evaluation	November 2024
Proposal Evaluation Interviews	December 2024
Award & Execute Contract	December 2024
Kick-off Meeting with Town Staff	January 2025
Review Existing Data and Plans	January 2025
Public Forum #1	March 2025
Meet with Community Stakeholders and Town Departments	March 2025
Identification and Prioritization of Mitigation and Adaptation Actions	March – April 2025
Public Forum #2	May 2025
Draft Implementation Strategies for Priority Actions	May 2025 – July 2025
Creation of Implementation Dashboard	July 2025
Draft Plan Presentation to ZEAB and Select Board	September 2025
Final Presentation to ZEAB and Select Board	November 2025

ADDITIONAL INFORMATION

1. Proposals are limited to Twenty (20) pages of narrative not including Conflict of Interest (COI) statement and project examples.
2. Provide COI policy statement on how your firm will identify any previous or continuing work with applicants or the applicant's team.
3. Proposals shall include submission of technical qualifications and two similar completed project examples with references.
4. Failure to complete the enclosed forms, to answer any questions or to provide the required documentation will be deemed non-responsive and will result in rejection of the proposal, unless the Town determines that such failure constitutes a minor informality as defined in MGL c30B.
5. All requests for clarification and any questions about information contained in this RFP must be directed to: David Geanakakis, Chief Procurement Officer, Purchasing Division, email: dgeanakakis@brooklinema.gov and Richard Saville Procurement Officer email: rsaville@brooklinema.gov
6. **No requests or questions will be accepted after November 6, 2024, at 12:00pm (noon).** The proposer must include with any request or question the name, address, telephone number, and e-mail address of the person submitting a question. If the Town determines that an answer or response to a request or question is appropriate, the Town will provide such answer or response in writing to all proposers in the form of an Addendum to this RFP. Proposers are not entitled to rely upon any answers or responses unless the same have been so issued by the Town.
7. Proposers must acknowledge any receipt of amendment(s).
8. In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.
9. Nothing in this RFP shall be construed as superseding the Town's By Laws, which shall at all times control activities under any contract.
10. A complete proposal shall include all of the following documents and shall be organized in the following manner: (All forms are follow Appendix F)
 1. Non-Collusion
 2. Tax Compliance Form
 3. Article 4.4 and 4.5 Brookline By-Laws Certification
 4. Article 4.8 Living Wage Certification
 5. Instructions to Proposers
 6. General Conditions
 7. Proposal Signature

SUBCONTRACTING

The Contractor shall not subcontract or sublet any portion of the work unless authorized to do so by the Town and only after a review of the credentials of the subcontractor by the Town. At no time can the subcontracted portion of the work be greater than 15% (fifteen percent) of the contract workload.

PAYMENT

The Contractor will be paid per approved invoice on a monthly basis. An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the itemized work that was done, where it was done, and when it was done. Prevailing Wage Rates not applicable or required.

REJECTION OF PROPOSALS

The Town of Brookline reserves the right to reject any and all proposals.

CANCELLATION OF CONTRACT

The Town of Brookline reserves the right to cancel and terminate the contract in the event that the service provided by the Contractor proves to be unsatisfactory.

BASIS FOR AWARD OF CONTRACT

Award of this contract shall be made to the most advantageous proposal, after the opening of the proposals. The Town reserves the right to reject any and all proposals if deemed in the Town's best interest. Execution of the contract will depend upon a review by the Chief Procurement Officer. Prior work with the Town will be considered during the evaluation process.

An award is contingent upon meeting all insurance and contract standards.

INSURANCE

The Contractor shall procure and maintain in full force and effect during the term of an Agreement, insurance in accordance with the Town of Brookline's Insurance Requirements as follows:

A. Comprehensive General Liability, Completed Operations Coverage and Umbrella Liability Insurance

Coverage for Bodily Injury and Property Damage Coverage as follows:

Limits of General Liability & Completed Operations \$3 Million each occurrence \$5 Million aggregate

Limits of Umbrella Liability

\$3 Million each occurrence \$5 Million aggregate

The Comprehensive General Liability and Completed Operations Coverage Policy (3 years) shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor himself with his own employees; "premises-operations" line.
2. Work performed by his Subcontractors; Contractor's Protective Liability; ("sublet work" or "Independent Contractors") line. Use of subcontractor(s) may be subject to the prior approval of the Town as described more fully in applicable contract terms and conditions. All subcontractors must also provide

Certificates of Workers' Compensation, General Liability, Completed Operations and Umbrella Liability Coverage.

3. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate to indemnify and hold harmless the Town.

B. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

C. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, MGL Ch149 §34A, including both statutory lines and Coverage B with a 100,000/500,000/100,000 limit of liability.

D. Owner's Protective Liability Insurance

The Contractor shall furnish to Brookline Certificates of Insurance naming the Town of Brookline as an additional insured as their interest may appear and maintain said during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury and Property Damage Liability.

E. General Requirements for All Lines of Insurance Furnished

Contractor will furnish a Certificate of Insurance form incorporated into and made a part of this Agreement naming the Town of Brookline as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of this Agreement, including a copy of the endorsement to their insurance policy naming the Town as an Additional Insured.

The Contractor shall procure and maintain in full force and effect during the term of this Agreement insurance against any and all losses, liabilities, claims, costs, expenses and damages, including third-party claims that are alleged to have arisen in connection with activities of the Contractor, and/or any agents, representatives, subcontractors or employees as pertains to the project. When higher limits are required, such provisions will be listed in the project specifications issued by the Town of Brookline.

All insurance policies must state to indemnify, defend and save harmless the Town of Brookline and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of the Contractor's action or failure to act. Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted.

Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Municipality. The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusion is required for all required coverages. All policies shall be written so that the Town of Brookline shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail not later than twenty (20) days prior to the effective date of such cancellation or amendment.

The Contractor shall, when subcontractors are permitted by the agreement, require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types where applicable and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor and the Town shall be indemnified and held harmless from liability in all such policies and named as an additional insured with respects to that subcontractor's involvement in the project.

The term "Contractor" shall apply to all a persons or companies entering into this agreement with the Town of Brookline to provide materials or labor to perform a service or do work (a project) for the Town.

Contractor will furnish a Certificate of Insurance form incorporated into and made a part of the Agreement naming the Town of Brookline as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of the Agreement.

CONTRACT LENGTH

The Contract shall be for the duration of time specified in the contract award. This Contract may be extended under the same terms and conditions for one (1) additional twelve (12) -month period at the sole discretion of the Town with permission from the Commonwealth to extend the grant period. The Town will provide the successful Proposer(s) with notice of its intention thirty (30) days prior to the expiration of the Contract.

EVALUATION OF SUBMITTALS

Minimum Evaluation Criteria

The proposal includes all of the items for a complete proposal, including, but not limited to:

- A. Project Goals
- B. Project Philosophy and Approach
- C. Project Leadership, Organization and Management
 - 1. Project Manager
 - 2. Project Team
 - 3. Task assignments to each member of the project team
 - 4. Commitment of time by each member of the project team
- D. Work Program: Objectives and Anticipated Outcomes
- E. Deliverables
- F. Work Schedule

Comparative Evaluation Criteria

Each Technical Proposal meeting the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria:

- 1. Respondent Profile
 - a. General capabilities
 - b. Years in business
 - c. Experience of team developing and implementing Climate Action Plans and/or Climate Resiliency Plans
 - d. Complexities and size of similar studies

2. Study Plan

- a. Understanding of the project
- b. Creativity and innovation
- c. Methodology & approach
- d. Technical experience
- e. Public engagement approach and experience engaging diverse populations in plan development
- f. Experience in meeting deadlines

Comparative Evaluation Criteria

All responsive proposals will be judged against the Comparative Evaluation Criteria detailed below. The Town will rank each proposal as:

Highly Advantageous – the proposal fully meets and significantly exceeds the standards of the specific criterion;

Advantageous – the proposal fully satisfies the standards of the specific criterion;

Not Advantageous – the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both.

The Selection Committee shall rate and rank each technical proposal meeting the Minimum Evaluation Criteria according to the Comparative Evaluation Criteria listed below. The Fee Proposal Forms will then be opened and reviewed. The Selection Committee will then select the most overall advantageous proposal. Such ratings shall be included in a written recommendation for selection.

Quality and Depth of Project Experience

Highly Advantageous – The project proposal demonstrates superior experience in providing services related to the Town's requirements. The project proposal demonstrates a wide depth of experience with similar projects (5 or more), and prior experience with similar contracts. Project work samples are of outstanding quality in content and technical presentation.

Advantageous – The project proposal demonstrates solid experience in providing services related to the Town's requirements. The project proposal demonstrates a good depth of experience with similar projects (3 to 5), and prior experience with similar contracts. Project work samples are of good quality in content and technical presentation.

Not Advantageous – The proposer has limited experience in providing services related to the Town's requirements or with similar projects (less than 3), and prior experience with similar contracts. Project work samples minimally meet current standards for content and technical presentation.

Qualifications of the Proposer

Highly Advantageous – The proposer's resume(s) demonstrate that proposer has superior training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience well beyond the minimum requirements.

Advantageous – The proposer's resume(s) demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience that meets or somewhat exceeds the minimum requirements.

Not Advantageous – The proposer’s resume(s) do not demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein.

Desirability of approach to the project, demonstrated understanding of the community’s climate goals, and proposer’s ability to undertake and complete this project in a timely manner.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material, an understanding of effective climate mitigation and adaptation actions, and a clear analysis of the time required for each phase of the project. The proposal demonstrates a strong understanding climate change and the associated challenges in New England communities. All references confirmed that consultant had met schedule expectations and delivered an “on-time” project.

Advantageous – The proposal demonstrates a good approach to the subject material, an understanding of effective climate mitigation and adaptation actions, and a clear analysis of the time required for each phase of the project and presents a time schedule that meets the project requirements. The great majority of references stated that the consultant was able to meet schedule expectations and delivered an "on-time" project".

Not Advantageous – The proposal does not demonstrate a desirable approach to the project and does not demonstrate a clear understanding of effective climate mitigation and adaptation actions. More than one reference indicated that consultant had been unable to meet the agreed-upon project schedule.

Overall Quality of Client References

Highly Advantageous – All references provided were successfully contacted, and each reference gave exceptionally favorable feedback regarding the proposer’s performance, specifically citing the proposer’s ability to meet deadlines, communicate effectively, and deliver high-quality services and deliverables. Every reference stated they would unequivocally hire the proposer again for a similar project.

Advantageous – The majority of references provided were successfully contacted and offered positive feedback on the proposer’s performance, including their ability to meet deadlines, communicate effectively, and deliver quality services and deliverables. Most references stated they would hire the proposer again for a similar project without hesitation.

Not Advantageous – More than one reference expressed concerns regarding the proposer’s performance, including challenges related to deadlines, communication, or the quality of services and deliverables. These references indicated they would be unlikely to hire the proposer again for a similar project.

Completeness and Quality of Proposal

Highly Advantageous – Response is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town. Evaluation team is completely convinced about the proposer’s ability to provide the level of services as required by the Town. Proposal demonstrates excellent communication and documentation skills.

Advantageous – Response is complete, informative, and meets criteria for responsiveness. Evaluation team finds proposal reflects that proposer is able to perform in an adequate manner acceptable to the Town. Proposal demonstrates a good level of communication and documentation skills.

Not Advantageous – Response lacks a comprehensive approach, but meets criteria for responsiveness. Evaluation team finds proposal reflects that proposer may be able to perform in a manner acceptable to the Town. Communication and documentation skills appear only adequate.

Interviews

After the review of the Technical Proposals, the Selection Committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required services. Based on the presentation and written Technical Proposal submitted, interviewees will be rated: highly advantageous, advantageous, not advantageous, or unacceptable, in accordance with the provisions of M.G.L. Ch. 30B.

MINORITY BUSINESS ENTERPRISE PROGRAM

Minority and women owned business enterprises are encouraged to submit proposals and will be given every opportunity to participate in Town of Brookline contracts.

The Proposer is encouraged to submit Business Diversity Certification information in their proposal submittal. This certification may be from the Commonwealth of Massachusetts, regionally or nationally based organizations and industry sources.

Clarification

The Town reserves the right to contact any consultant to clarify its Proposal. The Town may require all or some of the proposers who meet the minimum criteria to make an oral presentation (interview) to the Town.

Rejection of Proposal

The Town reserves the right to reject any and all Proposal for non-conformance to the terms of this RFP and to applicable law and misrepresentation, and failure to submit costs in a separate sealed Price Proposal envelope.

Execution of Agreement

The Town will prepare and submit to the selected consultant a contract that will incorporate by reference the consultant's Proposal. Before an agreement is executed the successful proposer will be required to submit a certificate of tax compliance in accordance with the provisions of MGL Chapter 62C Section 49A.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

**CLIMATE ACTION AND RESILIENCY PLAN
COST PROPOSAL**

(To be submitted in Envelope B)

The price quoted below includes the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The Town of Brookline will not pay for travel time or any travel related expenses.

The undersigned hereby proposes to furnish all necessary services required for a CLIMATE ACTION AND RESILIENCY PLAN, all in accordance with our attached technical specifications and our submitted price proposal as noted below.

COSTS

Provide the costs as to how you will allocate funding across the scope to complete the project and expend all grant money:

Scope Area	Cost (\$)
Technical Memorandum & Matrix	
Interviews with Town Officials	
Incorporation of Best Practices	
Evaluation & Selection Criteria	
Community Outreach, Communications and Engagement Plan	
Public Forums	
Development of Draft Plan	
Dashboard to Track Implementation Status	
Final Report and Presentations	
Total Cost \$ (Must Not Exceed Grant Amount of \$95,000)	\$

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

333 WASHINGTON STREET, BROOKLINE, MA 02445

REQUEST FOR PROPOSALS

**CLIMATE ACTION AND RESILIENCY PLAN
(To be submitted in Envelope A)**

Marked as Follows: TECHNICAL PROPOSAL

**CLIMATE ACTION AND RESILIENCY PLAN
Reference #P-25-04**

Proposer's Name: _____
Name of Individual or Company making Proposal

The following are to be attached to this Proposal form. (Responses should be detailed in accordance with the previous specific requests for information under "Technical Proposal" in the RFP document).

1. A synopsis of similar projects.
2. A synopsis of other significant contracts, with up to four examples, related to these types of services, preferably for municipal or other governmental agencies.
3. Résumés of key personnel.
4. A list with the name, address, telephone number, dates of service and a contact person's name and email address for a minimum of three comparable projects.
5. Number of consecutive years the proposer has been engaged in professional consulting services in the disciplines specified in this Request.
6. A completed Proposal Signature Form.

Note: Eight copies of the Proposal are to be submitted.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION
333 WASHINGTON STREET, BROOKLINE, MA 02445

REQUEST FOR PROPOSALS

**CLIMATE ACTION AND RESILIENCY PLAN
TECHNICAL PROPOSAL**
(To be submitted in Envelope A)

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the Proposer, having fully familiarized him/herself with all of the Proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the Contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the Proposer in the appropriate location, it is understood that the Proposer will furnish only the specified item, and no substitute will be accepted.
3. Pursuant to M.G.L. Chapter 62C, Section 49A, the Proposer hereby certifies that the Proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this 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.

The following items are to be completed by the Proposer:

Title of Proposal _____

Guaranteed Date of Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Firm is: A Corporation_____ A Partnership_____ Individually Owned_____

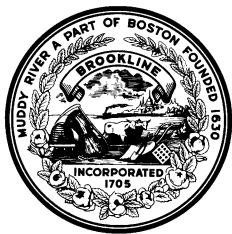
Signature of Company Official _____

Telephone Number _____

Fax Number _____

Email Address _____

Prompt Payment Discount (if applicable): _____% _____Days, Net_____Days



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.

2. **BID (VENDOR) LISTS**. Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.

3. **MARKING ENVELOPS**. The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.

4. **SAMPLE**. The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.

5. **TAXES**. Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.

6. **PRICE PROPOSAL FORM**. The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

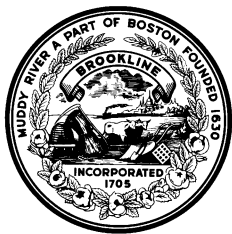
7. **CASH TERMS.** Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. **PROPOSAL DOCUMENTS.** The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. **MINORITY BUSINESS ENTERPRISE PROGRAM.** Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. **NOTICE CONCERNING UNEXPECTED CLOSURES:** If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. Individuals, whom are in need of auxiliary aids for effective communication in Town programs and services, may make their needs known to Robert Sneirson, at (617) 730-2328. Those who need effective communication services should dial 711 and ask the operator to dial the relevant Town Department.



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
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GENERAL CONDITIONS

DAVID C GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

- (e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

- (f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

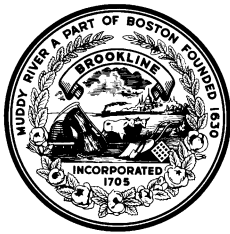
SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the SelectBoard, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the proposer under the appropriate column, it is understood that the proposer will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this 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.

The following items are to be completed by the proposer:

Title of Proposal_____

Guaranteed Date of Completion_____

Company Name_____

Company Address_____

Social Security or Federal Identification Number_____

Our company is: A Corporation_____ A Partnership_____ Individually Owned_____

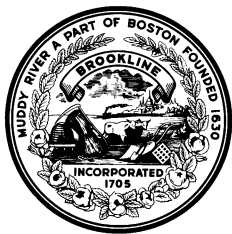
Signature of Company Official_____

Telephone Number_____

Facsimile Number_____

Email Address_____

Terms:_____ % _____ Days, Net _____ Days



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

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333 Washington Street

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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 without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

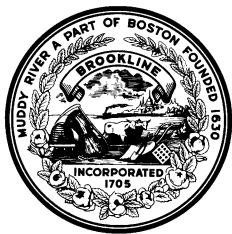
Name of Business

TAX COMPLIANCE CERTIFICATE

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

Signature of individual submitting bid or proposal

Name of Business



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

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617-730-2195

Fax: 617-264-6446

Certificate of Compliance with Article 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

of the Town of Brookline By-Laws

I, _____ (printed name of individual/employer contracting with the Town) hereby certify that I shall comply with the Fair Employment Practices in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.4 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to fair employment practices and non-discrimination.

Signed under the pains of penalties of perjury, on this _____ day of _____, 20__;

Contractor

Certificate of Compliance with Article 4.5

DISCRIMINATION PROHIBITION WITH REGARD TO CONTRACTS

of the Town of Brookline By-Laws

I, _____ (printed name of individual/employer contracting with the Town) hereby certify that I shall not discriminate against any individual because of such individual's race, color, religious creed, national origin, sex, sexual orientation, age or ancestry in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.5 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to non-discrimination.

Signed under the pains of penalties of perjury, on this _____ day of _____, 20__;

Contractor

Certificate of Compliance with Article 4.8
LIVING WAGE
of the Town of Brookline By-Laws

I, _____ (printed name of individual/employer contracting with the Town) hereby certify that I shall pay the Living Wage in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.8 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to Living Wage.

Signed under the pains of penalties of perjury, on this _____ day of _____, 20__;

Contractor

CERTIFICATE OF VOTE

I, _____, Clerk of

_____, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that _____ is the
(NAME OF OFFICER)

duly elected _____ of said Corporation.
(TITLE)

Signed _____
(CLERK-SECRETARY)

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

ARTICLE 4.8
LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) (d) and (f) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings and link such notices conspicuously on the home web pages of the town's Human Resources and Purchasing Departments as well as those of the Human Resources and Administration and Finance Offices of the

Public Schools of Brookline (PSB). These fact sheets and postings shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a PSB employee, a complaint with the Assistant Superintendent for Human Resources or such other person with similar authority and duties or, if a covered employee under Section 4.8.6(a), a complaint with the town's Chief Procurement Officer or the Board of Selectmen as provided under Section 4.8.6(c); notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5 EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) town junior, part-time positions funded by a Recreation revolving fund, specifically, Jr. Swim Coach, Jr. Swim Instructor, Jr. Lifeguard, Jr. Skate Guard, Jr. Referee, Jr. Assistant Recreation Leader, Jr. Camp Counselor, Jr. Camp Instructor, Jr. Skate Concessions;

(g) volunteers and all persons appointed or elected to town committees;

(h) elected officers of the town.

SECTION 4.8.6

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage,

shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or

discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

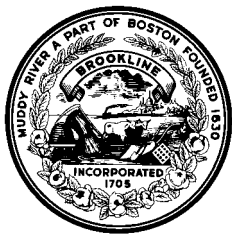
In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7 SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.

Updated May 28, 2015



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

TOWN OF BROOKLINE / PURCHASING DIVISION

INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

<u>Item or Service</u>	<u>Department</u>	<u>Reference Number</u>	<u>Bid/Proposal Opening Date and Time</u>
Climate Action & Resiliency Plan	Public Works	P-25-04	Wednesday November 20, 2024 at 2 p.m.
Centre Street Lots Exploratory Redevel. Study	Planning	P-25-05	Wednesday November 13, 2024 at 2 p.m.

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195.

Bid/proposal forms may be downloaded at: <http://www.brooklinema.gov/Bids.aspx>

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer

October 28, 2024