REQUEST FOR PROPOSALS (RFP)
CONSULTANT REVIEW SERVICES
CITY OF QUINCY
QUINCY, MASSACHUSETTS

NOTICE

In accordance with M.G.L. Chapter 44, Section 53G, and Chapter 30B, The City of Quincy acting on behalf of the Planning Board, is soliciting proposals for furnishing non-exclusive on-call consultant review services for Subdivisions, Site Plans and Special Permits. Proposals will be received at the office of the Purchasing Department; City Hall; 1305 Hancock Street; Quincy, MA 02169, until **Thursday, April 24th, 2014 at 11:00 a.m.**

Proposals may be submitted for one or more of each type of plan review. One contract may be awarded for the whole service, or more than one contract may be awarded if it is deemed to be in the best interest of the City of Quincy

Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 AM and 4:30 PM.

The City of Quincy Planning Department shall determine the selected proposer(s). The City of Quincy Planning Department reserves the right to withdraw the Request for Proposal; to reject any and all proposals; and to accept any proposal deemed to be in the best interest of the City of Quincy.

Goods & Service (March 31, 2014)
Central Register (April 9, 2014)
Quincy Sun (April 3, 2014)

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT, CITY HALL

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. INVITING BIDS

(a) Sealed bids are invited for furnishing to the City of Quincy, Massachusetts, the described materials, commodities or services all in accordance with the specifications and conditions attached hereto and made a part thereof.

(b) Form of proposal to be used and copies of specifications and conditions are available at the Purchasing Agent's office, 1305 Hancock Street.

(c) All bids must be filed with the Purchasing Agent of the City of Quincy, Massachusetts, at or before the hour of time set forth in the legal and published advertisement, a copy of which is here attached, also at the definite place so stated, and on the forms furnished by the Purchasing Agent. Each bid shall be accompanied by bid bond or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Quincy, Massachusetts. The amount of such cash or check shall be not less than five percent (5%) of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars nor more than fifty thousand dollars. This deposit above mentioned shall be as a guarantee that the bidder will enter into the proposed contract, if awarded to him. This requirement shall become effective unless stated to the contrary or deleted under "Detailed Specifications and Requirements." This certified check will be returned after the awarded contracts have been completely signed and proper delivery made, together with any performance bond if required in the bid form.

(d) This proposal is genuine and not collusive or made in the interest of or in behalf of any person not herein named, and that the bidder has not directly, or indirectly, induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder. Any bid made in violation thereof, shall not be considered. This agreement in detail shall be found under paragraph XVIII (18) entitled "Affidavit and/or Agreement."

(e) The successful bidder shall, within ten (10) days after the award, enter into a written contract with said City in accordance with the draft of contract furnished by the City Solicitor for furnishing the described materials, commodities or services and execute as a part of said contract, a satisfactory performance bond in the amount of (100%) one hundred percent of the aggregate amount of the contract unless otherwise stated in the "Detailed Specifications and Requirements," and shall be continued for the faithful performance of the contract and executed by the Contractor and a responsible surety company.

(f) The right is reserved to reject any and all bids or to accept any bid or to accept any part of a bid or the one deemed best for the City.

II. FORM OF PROPOSAL AND SIGNATURE

The proposal must be made on this form provided for that purpose, unless otherwise stated, enclosed in a sealed envelope and plainly marked: "Bid Enclosed – Date: and Time of bid opening, (envelope provided,) and addressed to the Purchasing Agent, 1305 Hancock Street, Quincy, Massachusetts. If the bid is made by an individual it must be signed by the full name of the bidder, whose address must be given; if it is made by a firm – (partnership) – it must be signed with the co-partnership name and by a member of the firm, and the name and residential address of each member of the firm must be given. If made by a corporation it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature. A certificate under oath authorizing the proposal or contract signature as legal and binding upon the corporation must be submitted with the proposal, especially before a contract is issued. No telegraphic or telephonic proposal will be considered or accepted.

III. PROPOSALS

Blank spaces in the proposal must be properly filled in, using ink, indelible pencil or typewriter. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Unless otherwise stated bids will be received on one or more or all items, and the bidder may name a lump sum conditional on two or more items being awarded to him. Bidders are invited to be present at the opening of proposals. Bidders must specifically quote on units as shown on specification sheet. In case of error in extension of prices, the unit price will govern.

IV. QUANTITIES

The quantities given are approximate, meaning more or less and are herein given and attached and are a Part of the bid and/or proposal.

V. QUOTATION OFFERED:

(a) Firm price bids will be given first consideration. The city desires to have the advantage of any general price decrease effective during the life of the contract, Will you, if the successful bidder, so grant?

(b) All quotations must be properly and correctly extended against each unit price offered.

(c) Every quotation sheet must be labeled at the bottom right hand section with the bidder's firm name, This identification shall not be considered as a signature.

(d) Upon signing and offering his or their bid to the City, it shall be considered that he has seen, read and had in his possession a full and complete bid call, all forms and information pertaining thereto.

VI. SAMPLES

Whenever samples are required, and so stated in specifications, all samples will be received at sender's risk and expense. However, if samples are used by or retained as City Property, other than those considered as gift or free or so stated in proposal, they will be paid for at the quoted unit price as offered in the proposal. Otherwise, all samples will be returned with postage paid by the City. All samples must be properly marked or tagged with complete identification and to also include: (1) firm name, (2) firm address, (3) catalogue number, and (4) quoted price.

VII. PRODUCT

(a) The product shall meet the requirements and satisfaction of the City of Quincy and the using and/or ordering department, Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality under each item on which they bid. If brand names are not given under each item, it shall be considered "*NO BID.*" WE MUST KNOW WHAT HAS BEEN OFFERED.

(b) Unless otherwise stated in writing under "Detailed Specifications" all products, material, commodities, supplies or articles herein called for must be brand new, unused and the latest product manufactured in the current year of any name and nature, whenever offered. Used or rebuilt or shopworn materials will not be acceptable, unless otherwise stated in writing by the City.

VIII. BRAND NAMES

Wherever brand names are given or their particular specifications are mentioned or referred to, it is not the City's intent to limit competition, but merely to indicate to the bidder the general type of commodity to be supplied. The City invites bids on comparable commodities in all cases. All specifications and its basis are: "Or Equal."

IX. TERMS

The cash discount period shall not be less than twenty (20) days. All prices quoted or offered shall be net and delivered F.O.B. using or ordering department. The cash discount will not be considered for a deciding factor when determining the low bidder.

X. DELIVERY

All deliveries shall be as required and requested according to the using and/or ordering department. All goods must be delivered in first class condition, if otherwise, they are subject to rejection. All deliveries shall conform in every respect with all laws applicable to the Federal Government and/or the Commonwealth of Massachusetts and/or the City of Quincy.

The contractor shall be responsible for the delivery of the full net weight or count at the point of delivery for which payment is made. Check weighing may be made by the City or any authorized representative at the point of delivery or at any other point the City may elect. All original sworn certificates of weights at origin shall be attached to the contractor's certificate of weight at time and place of delivery. The same shall be surrendered to the City of Quincy.

Should the successful bidder fail to make delivery within a reasonable time after receipt of order, the City Reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

XI. TAXES

A tax exemption certificate will be issued in lieu of any refundable tax. It is desired that all prices be quoted, exclusive of any tax applicable to this transaction. Such tax or taxes should be itemized and shown as a separate rare item, preferably in dollars and cents, in both the proposal and on the invoices covering deliveries on a contract. If the tax is applicable to this transaction, and is not definitely shown in the bidder's quotation, then such quotation will be considered to be exclusive of such tax.

XII. INVOICING

Every commodity invoiced must be identified with the item number opposite such commodity shown and Given on our bid form. All unit prices must be shown against each commodity invoiced; if not, invoice will be returned for such information. This information will expedite the payment of all invoices. Invoices which do not carry a cash discount period shall be rendered once a month. All invoices shall be rendered in triplicate to the Purchasing Department, 1305 Hancock Street, Quincy, Massachusetts 02169.

XIII. PAYMENTS

Complete or partial payment on the contract will be made in approximately thirty days from date of delivery or completion and acceptance, unless otherwise provided for in bidder's proposal or under "Detailed Specifications."

XIV. FORCE MAJEURE CLAUSE

(a) The contractor will be excused from the performance of the contact in whole or in part, only by reason of the following causes:

1. When such performance is prevented by operation of law.
2. When such performance is prevented by an irresistible super human cause.
3. When such performance is prevented by an act of the public enemies of the Commonwealth of Massachusetts, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of the contractor, or unavoidable casualty.
4. When such performance is prevented by the inability of the contractor to secure necessary materials, supplies or equipment by reason of:

(a) Appropriation or use thereof by the Federal Government; or

(b) Regulations imposed by the Federal Government.

(b) No other Force Majeure Clause or conditions may pertain to or become a part of this bid; and any changes in the conditions stated herein will cause the bid to be rejected.

XV. ERRORS AND OMISSIONS

The contractor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the contractor's specifications submitted with his proposal. Full instructions will always be given when such errors or omissions are discovered.

XVI. PATENT RIGHTS

The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers or agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights of any person or persons in consequence of the use of the City, or by any of its officers or agents, of articles supplied under this contract, and of which the contractor is not the patentee or assignee, or which the contractor is not lawfully entitled to sell.

XVII. DEFINITIONS

The following meanings are attached to the defined words when used in these specifications and the contract:

(a) The word "City" means The City of Quincy, Massachusetts.

(b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.

(c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

(d) The words "Firm Price" shall mean a guarantee against price increase.

(e) Additional definitions may appear hereinafter under "Detailed Specifications."

XVIII. AFFIDAVIT and/or AGREEMENT

In all instances, the Affidavit terms and agreement contained herein shall become a part of the bid, and/or proposal and/or contract in fact and without any reservation or secret evasion whatsoever.

The bidder named in the proposal and who has signed the same and who submits herewith to THE CITY OF QUINCY, MASSACHUSETTS, the attached proposal states and agrees:

That he, she or they is (are) the person(s) whose name(s) is (are) signed to there hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant further deposes and says: That the bidder has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the public body which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for himself, itself, themselves, an advantage over any other bidder.

Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

(a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;

(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his, its, their price or that of anyone else;

(d) did not, directly or indirectly, submit his, its, their bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his, its, their business.

Bidder shall strike out words not appropriate to his bid and initial same.

XIX. INSURANCE

An approved and satisfactory bona fide certificate of insurance in effect, to protect the insured, the contractor and the City of Quincy resulting from this agreement, must be submitted to the City of Quincy through the Purchasing Agent before any work of any name or nature can be started. This insurance must cover workmen's compensation, public liability and property damage. The certificate of insurance must clearly state thereon that it is a Certificate of Insurance, name of the insured and his or their address, kind of policies in effect, number of the policy in effect for identification purposes, expiration date of said policy, limits of liability expressed in dollar value for one person, for one accident, also the aggregate for each person and each accident, description of operations or work covered and in what State or Commonwealth. There must also be a statement under signature to the effect that, "in the event of cancellation of the said policies the company will mail notice thereof to the City of Quincy Purchasing Agent, at 1305 Hancock Street, Quincy, Massachusetts at whose request this certificate is issued." This certificate must be properly dated and legally signed by an authorized agent for the insurance company. This certificate must state the name of the insurance company as underwriter and its home office address. All insurance must satisfy all legal requirements as set forth in the laws, rules and regulations of the Commonwealth of Massachusetts.

XX. CONTRACT

(a) The bidder to whom the award is made will be required to enter into a written contract with the City of Quincy, in the form approved by the City Attorney. All materials or services given or supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, or Commonwealth of Massachusetts laws covering Labor, Wages, Insurance, Safety and all other legal requirements of any name or Nature, as well as conforming to the specifications contained herein. In case of default by the Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any and all excess costs occasioned by the City thereby.

(b) The period to be covered by the contract will be found under "Detailed Specifications."

(c) The City makes no guarantee as to the quantities to be delivered under the terms of the contract.

(d) The City reserves the right to order small quantities at the quoted prices prior to the execution of the contract, as samples, testing, trial orders otherwise without any liability or commitment on the part of the City whatsoever.

(e) Any qualifications or special information can be listed on a separate sheet and attached hereto with signature.

(f) Any and all city purchases made as samples, testing, trial orders or of similar nature shall not be considered a breach of contract or give cause for any legal action or litigation.

(g) Specifications, conditions, and Information and Instructions to Bidders are here attached and are a part of the bid and/or proposal.

PROPOSAL TO CITY OF QUINCY, MASSACHUSETTS

To the Purchasing Agent
City of Quincy, Massachusetts

Date offered: _____ 20____

Gentlemen:

The undersigned hereby proposes to furnish the City of Quincy, complete or any part thereof, the listed services, articles, commodities and materials, all in accordance with the attached list, conditions, specifications and the Information and Instructions to Bidders made a part hereof.

The undersigned furthermore agrees that he will execute the necessary and satisfactory bond together with necessary contract in sextuplicate within ten (10) days from the date when he shall have been notified that his proposal has been accepted in whole or in part by the City of Quincy.

The undersigned furthermore agrees that, in case of default in executing such contract, with necessary bond, that the check accompanying this bid, and the money payable thereon, shall be fortified thereby to and remain the property of the City of Quincy.

This offer and/or proposal has been given after having had the complete bid call to work from and considered the same.

This offer and bid has been made and given all in accordance with Article and Paragraph Number Eighteen (XVIII) and made a part hereof.

TERMS: _____

(a) The discount period shall not be less than twenty (20) days.
(b) The City will receive the benefit of any general price decrease effective during the life of the contract.
(c) The City will be notified of all price decreases.
(d) This is a *firm price* meaning guarantee against price increase.
(e) Delivered F.O.B. to using department, as directed.

(f) This offer to be accepted on or before _____ 20____

Delivery Offered: _____

Priority Required: _____

Firm Name: _____

Signed by: _____ Corporate Seal or L.S.
Signature and Title

Address: _____

Signature of Partners: 1. _____ 2. _____

" " " 3. _____ 4. _____

Name of Corporation President: _____

Name of Corporation Secretary: _____

Corporation organized under State of: _____ Date: _____

Partner's Residential Address:

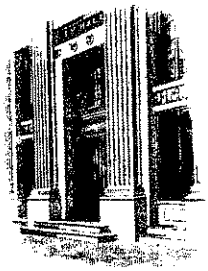
1. _____

2. _____

3. _____

4. _____

City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



THOMAS P. KOCH
Mayor

Kathryn R. Hobin
Purchasing Agent
Phone: (617) 376-1060
Fax: (617) 376-1074

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 work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: _____

Address: _____

City, Town & Zip: _____

Email #: _____

Name of Business: _____

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060
Fax: (617) 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

_____
(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

_____ _____
(NAME) (TITLE)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(TITLE)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ **CORPORATE SEAL**

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060
Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor _____
(Contractor's Name and Signature)

Social Security Number _____

(2) Corporation, Association or Partnership _____
(Contractor's Name)

Federal Tax ID Number, or Social Security Number _____

By: _____
(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

INDEMNITY AGREEMENT

In consideration of the award of Contract No._____.

by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

_____.

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

_____.

By Duly Authorized Agent

Date:_____.

REQUEST FOR PROPOSALS (RFP)
CONSULTANT REVIEW SERVICES

REQUEST FOR PROPOSAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

Introduction & Background

The City of Quincy, acting on behalf of the Planning Board, is soliciting proposals for Consultant Review Services to be provided on an on-call basis. The City of Quincy is seeking plan review services in each of the following areas:

- Definitive Subdivisions Plan Review.
- Site Plan Reviews and Site Plan/Special Permit Reviews pursuant to M.G.L. C. 40A, S.9 and the City of Quincy Zoning Ordinances.
- Water Resource Protection District Special Permits Authorized Under M.G.L. C. 40A, S.9.

A proposer may offer a proposal relative to one or more of each type of plan review. Each proposal shall be clearly marked as to the type of plan review for which it is offered for consideration. Multidisciplinary firms capable of all such reviews are desirable. One contract may be awarded to a multidisciplinary firm capable of all elements of the required plan review services, or a separate contract may be awarded for each type of plan review. In determining whether to award one or more contracts, the City and the Planning Board shall determine in each case, which proposal best meets the interests of the City of Quincy.

The Quincy Planning Board has adopted review fee regulations under Chapter 593 of the Acts of 1989 which requires all applicants for Site Plans, Special Permits, Site Plan/Special Permits, and Definitive Subdivisions to defray the City's cost of consultant reviews. The Planning Board may impose a Consultant Review Fee, in accordance with M.G.L. Chapter 44, Section 53G (as amended by Chapter 46 of the Acts of 2003), on those applications which require, in the judgment of the Planning Board, review by outside consultants due to the size, scale, or complexity of a proposed project, the project's potential impacts, or because the City lacks the necessary expertise to perform the review work related to the permit or approval. To this end, the City of Quincy is seeking proposals from qualified multidisciplinary firms or individuals to provide such consultant services on a contract basis.

Through this solicitation and the resulting contract, the qualified proposer (Consultant) will provide non-exclusive on-call consulting services as needed to the Planning Board and other City Boards. Each of these Boards - including, but not limited to the Planning Board, Zoning Board of Appeals, and the Commissioner of Public Works are involved in various aspects of planning and land use. Consultant services will be provided on an as-needed basis for each separate Board accordingly. Such consulting services are primarily to fill the need for outside expertise required in reviewing developer's proposals, permits, and applications. Such consulting services are not intended to be an exclusive arrangement nor are they expected to be utilized for specific municipal capital projects. The City retains the right to solicit additional consulting services beyond the scope of the subject matter of this RFP and contract if doing so is in the best interest of the City. Fees for separate Board reviews shall be administered through individual accounts for each such Board. However, the consultant agrees that any such fees for time and/or

materials shall be distributed appropriately and that at no time will the consultant or sub-consultants "double-bill" the City or project applicants when similar review work is completed for two or more Boards simultaneously. The Scope of Work (below) is specific to the Quincy Planning Board. A smaller scope, or additional work, may be required from the Consultant if services are provided to another City Board utilizing this Contract.

General Process for Project Reviews

The City of Quincy may engage a consultant, at the applicant's expense, where conditions of the proposed Subdivision, Special Permit, or Site Plan Review require the assistance of a planning, legal, architectural, engineering, environmental, traffic, soils or other consultant to assist the Board in its review. All such applicants deposit appropriate funds with the City Treasurer to be held in a separate escrow account. No applications are deemed complete and no public hearings are held unless said funds have been deposited in a Consultant Review Account (53G Account). Applicants must, within forty-eight (48) hours of submitting an application for approval, forward copies of any plans and/or reports to the Planning Board's Consultant.

The Planning Board directs the City Treasurer to expend such funds to pay for all reasonable design and development review by its consultant to assist the Planning Board in determining the adequacy of the submitted plan(s). The applicant is required to replenish the initial deposit ($5,000) if notified at any time that the balance of the account has fallen below half of the initial deposit ($2,500). No approved plans or permits are issued until the City has been compensated in full for review costs as outlined herein.

The Consultant shall provide regular invoices to the Planning Board for approval of services rendered, and shall report directly to the Board as to findings, investigations, scope of work, and actions. Said invoices shall include the name of the project, the date of services, staffing and hourly rates applied, and total billing amounts. The Planning Board furnishes copies of all such review and documentation to the applicant accordingly.

Upon final action (filing decisions with the City Clerk) the Planning Board returns the balance of funds in escrow to the applicant, retaining sufficient funds to cover the unpaid portion of any approved, outstanding invoice until such payment is made.

General Conditions

This section of the Request for Proposals contains the general conditions and restrictions covering the preparation, submission, and content of Proposals as well as the Professional Services Contract.

Uniform Proposals: To enable the City to perform a fair comparative analysis and evaluation of proposals, it is essential that a uniform format be employed in structuring each proposal. The required proposal format is specified later in the RFP. The consultant's degree of compliance with the requirements of this Request for Proposals and their clarity in such proposal will be a significant factor in the subsequent evaluation of the proposal. Each proposer must comply with all submission requirements as directed herein. Proposals which are defective, irregular, or not in compliance will be rejected immediately. Unnecessarily elaborate responses and excess material beyond that requested above will be considered unresponsive.

Proposers Examination of the Request for Proposals: Proposers shall examine all information and materials contained in and with this Request for Proposals. Failure to do so shall be at the proposer's risk. Copies of the applicable City of Quincy land use regulations (Zoning Ordinances, General Codes, Guidelines, Rules and Regulations) are available via email upon request. By submitting a proposal all proposers certify that they have read and agree to comply with each provision of this RFP, and the award of contract (if applicable). Please see http://www.quincyma.gov/Government/INSPECT/ZoningOrdinances.cfm and: http://www.quincyma.gov/Government/PLANNING/InformationFormsApplications.cfm for the links to above information.

Date of Submission: All proposals must be received in the Purchasing Department; City Hall; (second floor) 1305 Hancock Street; Quincy, MA 02169, no later than 11:00 a.m. on **Thursday, April, 24th, 2014.**

Independent Contractor: The selected individual or company will be considered an independent contractor and will not be entitled to any benefits provided to regular city employees. The consultant will be responsible for paying his or her own income and Social Security taxes, as well as any other employment benefits.

Compliance with Regulations: The successful proposer must comply with all applicable federal, state, and local laws and regulations.

Withdrawal of Proposals: Proposals may be withdrawn by written or facsimile notice received by the City of Quincy and the Quincy Planning Board prior to the time specified for receipt of proposals.

Proposals Considered Firm: All proposals in response to this Request for Proposals will be considered "firm" and may not be withdrawn for a period of sixty (60) days after the time specified for receipt of proposals. Proposals must be unconditional.

Amendment of Proposals: Proposals may be amended by written notice received by the City of Quincy prior to the time specified for receipt of proposals. No proposer will be allowed to amend its proposal on or after that time. All amendments must be delivered to the Purchasing Department in an envelope or similar packaging, clearly marked "Amendment to Proposal for Consultant Review Services" indicating **"Price Proposal"** or **"Non-Price Proposal"** accordingly, and include the proposer's name and date of delivery of said amendment to the proposal.

Incurring Costs: The City shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying and demonstrating requirements. The City shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this Request for Proposals.

Assignment of Contract: The Consultant who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title, obligation, or interest in or to the same, or any part thereof, without previous consent in writing from the Quincy Planning Board, endorsed on or attached to the contract.

Notice to Proceed and Availability of Funds: Services provided by the successful proposer shall be rendered through a Professional Services Contract based on the requirements and conditions provided in this Request for Proposals. After a contract is approved it shall only become operative upon the delivery to the Consultant of a contract signed by the City of Quincy. Monies for payment of said contract will be held in escrow by the originating Board on behalf of applicants on a per project basis. The Consultant must receive in writing, from the Planning Director, permission to begin any project reviews up to an agreed upon amount. The Consultant can not exceed agreed upon amounts without certification as to available funds by the Planning Director, and the City shall only be obligated under the contract to the extent of such orders. The Consultant shall prepare separate bills for each individual project. If requested, a detailed bill shall be prepared showing a separation of tasks and the number of hours spent on each. All fees will be collected and the Planning Board will approve payments for work. No work shall begin until an authorization Notice to Proceed is received from the Planning Board.

Availability and Distance from Quincy: Proposers shall be available to meet with the Planning Board and/or Planning Director within three business days of a request, and their principal place of business shall be located within sixty (60) road miles of Quincy City Hall.

Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be

beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Requests for Clarification: Any questions regarding this Request for Proposals should be submitted in writing to the Purchasing Department, and received no later than **4:00 PM, Thursday, April 17, 2014.** Such questions should be directed to the City of Quincy's Chief Procurement Officer by email to: khobin@quincyma.gov and kimtrillcott@quincyma.gov and faxed to: 617-376-1074. All responses will be provided by Quincy's Chief Procurement Officer in the form of an addendum. All firms who have requested a copy of this Request for Proposals from the City of Quincy will receive a notification of addenda (if any), and their answers.
If it should become necessary to revise any part of this Request for Proposals or otherwise provide additional information, the Quincy Purchasing Department will issue an Addendum as well.

Proposal Format & Submission Requirements

Responses to this Request for Proposals shall be submitted to the Purchasing Department, City Hall; 1305 Hancock Street; Quincy, MA 02169. One (1) set of unbound original materials submitted in a three ring binder or otherwise bound but not stapled (to allow copying if necessary) containing an original signature of the firm's principal. Also seven (7) copies of the same, which may be bound, provided that no papers are loose. Proposals shall be submitted no later than **11:00 a.m. on Thursday, April 24th, 2014,** late proposals will be rejected. Postmarked submissions will not be accepted.

"Price" and "Non-Price Proposals":

Non-Price Proposals must be in a sealed envelope and **Price Proposals** must be in a separate sealed envelope. The outside of the sealed envelopes are to be clearly marked "**RFP - NON PRICE PROPOSAL ENCLOSED**" with time/date of RFP and "**RFP - PRICE PROPOSAL ENCLOSED**" with time/date of RFP.

Price Proposal

Cost information must be included with the proposal. It must be submitted in a separate, marked envelope. The inclusion of cost information with the non-price proposal may result in the consultant's disqualification. All Price Proposals shall be marked on the outside envelope "**Price Proposal** for **Consultant Review Services**". The outside envelope shall also list the name of the proposer and the date of delivery of said proposal.
The best price for this proposal is the lowest price offered by a proposer deemed to have complied RESPONSIBLY with the requirements and Selection Criteria of this Request for Proposals. Price Proposals shall be submitted as a list of Standard Billing Rates and Employee Classifications, with the understanding that the selected proposer will complete each project review on a Time and Materials basis. Any costs the successful proposer incurs in fulfilling the contract are part of the price proposed.
The Proposer shall submit a listing of hourly billing rates for those staff and positions it anticipates assigning to the project(s). The billing rates shall include all charges to the City of Quincy including salary, overhead, indirect costs and profit. Identifiable expenses may be charged separately without markup - typical additional charges not included in the basic hourly rate such as travel time, mileage, copying, telephone, faxing, and any others. The rate of all technical personnel whose use is anticipated shall be specifically noted for each service on which a proposal is submitted.

Non-Price Proposals:

All **Non-Price proposals** shall be submitted marked on the outside envelope "**Non-Price Proposal** for **Consultant Review Services**". The outside envelope shall also list the name of the proposer and the date of delivery of said proposal. The Non-Price Proposal shall follow the format identified below (see table), separated by tabbed dividers, labeled as indicated, and contain the information required in the sections where it is requested. If

the information is not found in the appropriate section it will be considered as missing and therefore non-responsive. All proposals shall include the following elements within each section respectively:

Proposal Format

Tabbed Divider	Section Title & Contents
Section 1	**General Qualifications of the Firm ***
	A) Letter of Transmittal: Letter of introduction providing a narrative describing the nature, size, background, and qualifications of the firm, the names and background of all personnel who will be working on the contract from all firms, including subcontractors. Identification of lead professionals and key personnel in each field of expertise. **B) Resumes:** Resumes of the principals and staff, lead professionals and key personnel in each field of expertise including any Subconsultants. Include resumes of all personnel who will be working directly on the reviews, reports, inspections and other work or directly overseeing any of such work. **C) References:** A minimum of three (3) Firm or individual references including name, title, agency, address, phone, fax, and email (if applicable). **D) Firm Interests:** Names and addresses of all partners, if a partnership; of all officers, directors, and all persons with an ownership interest of more than five per cent in the proposer if not a partnership. **E) Professional Registrations:** The lead engineer shall be a Professional Engineer (PE) supervising the review and registered in Massachusetts. The registration numbers, licenses, certifications and status of each key personnel in every jurisdiction in which such person has ever been registered as an engineer, architect, landscape architect, or related profession. **F) Municipal Experience:** Previous and on-going experience in similar work. A narrative indicating that your firm has relevant and similar experience with providing municipal plan reviews and inspection services similar to those requested in this Request for Proposals. Include a list of all cities and towns within the Commonwealth for which the applicant has performed or has entered into a contract to perform consultant review services within the five (5) year period immediately preceding the filing of the information required in this section.
Section 2	**Review Approach & Scope of Work ***
	Description of Proposed Engineering Review: An outline of the firm's method for providing and delivering services for the Scope of Work below. Include method for coordinating the work of different staff and Subcontractors (Subconsultants) if applicable. Subcontracted services, for which the firm does not have in-house capabilities, expertise, or qualifications, should be clearly noted within the proposal.
Section 3	**Documentation ***
	A) All attached City of Quincy required forms. **B)** Documentation/Certificates of Workmen's Compensation Insurance and Professional

	Liability Insurance for the minimum amount as required by applicable state law. **C) A minimum of three (3) example peer review letters, memorandum, or reports:** Each proposal must be accompanied by three actual plan reviews completed by the proposer. The plan reviews may be that of Definitive Subdivision Plans; Site Plans and Site Plan/Special Permits pursuant to M.G.L. C. 40A, S.9 or Water Protection District Special Permits Authorized under M.G.L. C.40A, S.9, and other legislation; or a combination of the same.

* *If known, indicate subcontracted firm(s) and include applicable information accordingly.*

Ownership and Confidentiality of Proposals

Proposals are Public Records: All documents submitted in response to this Request for Proposals are deemed public records under Massachusetts General Laws, Chapter 30B, Section 3 and open to public inspection. Subject to the requirements of the Massachusetts Public Records Laws, all proposal materials are subject to disclosure upon request. However, pursuant to M.G.L. C.30B Section 3, all proposals shall remain confidential until the completion of all evaluations pursuant to this Request for Proposals. Notwithstanding the provisions of M.G.L Chapter 4, Section 7, proposals shall remain confidential until completion of the evaluation of all proposals, in accordance with M.G.L. Chapter 30B, Section 6(d).

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of the City of Quincy when received. All material submitted by consultants becomes the irrevocable and sole property of the City of Quincy unless otherwise specified in this RFP. The City of Quincy shall be under no obligation to return any proposals or material submitted by a consultant in response to this RFP unless specified in this RFP.

Selection Criteria

All proposers will receive consideration without regard to race, color, creed, age, sex, religion, or national origin.

Proposals will be ranked on the following scale of maximum benefit to the city: "Highly Advantageous" (3 points), "Somewhat Advantageous" (2 points), "Not Advantageous" (1 point), or "Unacceptable" (0 points). In addition, references may be checked and applicants may be interviewed during the selection process. The proposal submitted should specifically address all evaluation criteria for each service item for which a proposal is submitted.

Proposals will be evaluated based on their responsiveness to the following criteria:

1) Overall qualifications of the Firm, its Subconsultants and applicable staff. Multidisciplinary nature and expertise other than civil engineering (if applicable).

2) Size and organizational stability of Firm and its principals. Proximity and availability of staff to complete reviews within the required deadlines. Sufficient staffing capacity to expedite the work within the Planning Board schedule.

3) Thorough knowledge and understanding of all elements of the required Scope of Work and proposed approach to the review.

4) Prior successful experience with Massachusetts municipalities providing Subdivision, Site Plan, and Special Permit Review, and Project Inspection services for similar municipal boards or committees. Quality of past consulting review services as evidenced by sample submissions and references.

5) Quality of proposal and presentation. Strong written and verbal communication skills; ability to explain and interpret technical information to a non-technical audience.

6) Ability to commence work immediately.

7) Any other criteria that the Planning Board considers relevant for the review.

Award of Contract

The City of Quincy Planning Officials shall review all qualified proposals. This review shall include interviews with representatives of the lead firm and any firms that will receive work under this contract. Quincy Planning Officials will determine the selected proposer(s) in review of the Non-Price Proposals, prior to opening the required Price-Proposals. The contract(s) will be awarded to the selected proposer(s) on completion of evaluation of proposals.

If the City's Planning Officials will rank first a Non-Price Proposal which is not the least expensive Price-Proposal, the Planning Board shall specify in writing why the added benefits of the proposal outweigh the higher fee being proposed by the vendor. The City Officials shall prepare, based on its ratings, rankings and written justification a recommendation to the Chief Procurement Officer for the execution of a contract. The recommendations shall include any conditions to the recommended award, which require successful negotiation or revisions to the Scope of Work identified by the City's Officials during the evaluation of the proposal. The scope of these negotiations shall be limited to those areas authorized by M.G.L. Chapter 30B. The City of Quincy shall award any and all contracts authorized under this RFP.

Following the procedures previously described, the City of Quincy will make a decision regarding selection of the consultant with whom it wishes to enter into contract negotiations. This may not necessarily be the low bidder. The nonelection of any proposal will mean that another proposal was deemed to be more advantageous to the City of Quincy or that no proposal was accepted. Proposers whose proposals were not accepted will be so notified.

Execution of Contract

Upon the acceptance of a Consultant's proposal(s), the City with assistance from the Planning Director will prepare a one-year contract(s) with 2 addition one year renewal periods to the Consultant(s). In the event that the successful Consultant(s) fails, neglects or refuses to execute the contract(s) within fourteen (14) days after receiving a letter of award from the City, the City may at its option terminate and cancel its action in awarding the contract and the selection of the consultant shall become null and void and of no effect. The City may then proceed to the next highest rated proposal(s) accordingly. The Consultants must provide insurance certificates to the City prior to award of the Contract.

Incorporated by reference into the Professional Services Contract which is to be entered into by the City and the successful Consultant pursuant to this RFP shall be:

1. All of the information presented in this RFP and the consultant's response thereto. Within the Professional Services Contract, the term "proposer" shall be synonymous with the terms "consultant" and "firm" for any and all provisions therein.

2. All written communications between the City and the consultant whose proposal is accepted. An authorized official of the consultant(s) and the City of Quincy shall execute the contract(s).

Reservation of Rights

The City of Quincy reserves the right to cancel this Request for Proposals, to accept or reject in whole or in part any and all proposals, or to waive any informality in the proposing when it is determined that said cancellation or rejection serves the best interests of the City. Reasons for cancellation or rejection shall be stated in writing.

Scope of Work

Purpose

The purpose of the consultant review is to assure consistency between applications and plans and the Quincy Zoning Ordinances, Subdivision Rules and Regulations, state regulations, and other City regulations and policies. The Consultant shall provide a full Scope of Work and be responsible *at a minimum* for the following services on a per project basis. This Scope of Work is preliminary and may be expanded if mutually agreeable by both parties for inclusion in the Professional Services Contract.

In General

In general, the selected proposer (Consultant) shall be responsible for a full technical review of new Subdivisions, Special Permits, Site Plans, and other proposed development with respect to proposed stormwater management systems, traffic circulation and safety, and impacts on municipal infrastructure, including drainage, water and roadway systems; and for providing inspectional services during the construction of roads and infrastructure in new developments as needed. If one firm does not have expertise in all of the above areas, a lead firm which can perform technical review services, review of impacts on infrastructure and inspection services may subcontract with another firm or firms (Subconsultants) to perform traffic analysis and other reporting. If professional peer review services are required beyond the Scope of Work called for in this RFP and Professional Services Contract the Consultant will be expected to secure Subconsultants as necessary.

For each project review, the Consultant shall:

1. Thoroughly review any and all materials and correspondence for the provided by either the applicants or the Board in relation to specific projects.

2. Review drainage, grading, site plans and calculations for the proposed development for conformance with all such regulations and sound engineering judgment, providing recommendations to eliminate adverse impacts.

3. Review and evaluate impacts of the proposed development on traffic, environmental, safety, infrastructure, and other issues as appropriate to the project. (Larger projects typically require a Development Impact Statement from the applicant.)

4. Provide comments and recommendations with respect to the applicant's submission relative to any and all applicable federal, state and local land use and environmental regulations, including but not limited to Zoning, Subdivision Rules and Regulations, EPA Stormwater Regulations, Title V Regulations, and MEPA Regulations.

5. Provide comments and recommendations with respect to the applicant's submission relative to the Planning Board's Checklist for Site Plan Review.

6. Provide comments and recommendations with respect to Zoning, Dimensional and Site Plan Contents.

7. Provide comments and recommendations with respect to any plans and/or special studies as may be prepared, required, or utilized by the Planning Board.

8. Provide comments and recommendations with respect to traffic, parking, vehicular circulation and access, as appropriate to the site.

9. Provide comments and recommendations with respect to grading and utilities.

10. Provide comments and recommendations with respect to other site design features (as appropriate).

11. Provide comments and recommendations with respect to the completeness and adequacy of proposed stormwater management system design, calculations, and required Operation and Maintenance Plan (O&M), both pre- and post-construction.

12. Provide comments and recommendations with respect to landscaping, screening, and buffering requirements.

13. Provide comments and recommendations with respect to the completeness and adequacy of submitted plans, details and specifications as eventual construction drawings.

14. Provide comments and recommendations with respect to what, if any additional information, comment, design, detailing or analysis is needed from the applicant for proper review and comment on the proposed development.

15. At the direction of the Planning Director, present comments and recommendations regarding each application at the appropriate public hearings held by the Board.

16. At the direction of the Planning Director, schedule and conduct meetings with the applicant's representative, Planning Director, Principal Planner, and other interested parties, including other City Boards and Departments.

17. Be available to meet with the Planning Board or Planning Director within three days of a request.

18. Attend any and all site visits, meetings and hearings in relation to the project as required by the Planning Board and Planning Director. (Normally, a minimum of three public hearings is held for each proposed development project. Not all projects will require regular meeting attendance. The Planning Director will confirm the dates and times for such attendance, as required for each project.)

19. Maintain open communication with the Planning Director, Planning Board, Commissioner of Public Works and the applicant's engineer or other representatives throughout the review process.

20. Discuss technical issues with the applicant's engineer as necessary, to resolve technical issues to the extent feasible.

21. Submit written reports, stamped by the lead engineer, indicating a detailed review of applicable documents with comments and recommendations for each project based on the above requirements.

Such reports are required for any new (initial) materials and any subsequent (additional or revised) materials, and shall consist of appropriate text, graphics, and maps to clearly communicate the Consultant's findings,

and shall be submitted regularly no later than the Tuesday prior to the applicable Planning Board hearing date upon which the application will be considered. (Typically Planning Board meetings are held on the second Wednesday of each month). The Consultant shall forward the report to the Quincy Planning Board, and the Commissioner of Public Works. Issues, which have not yet been resolved, shall be clearly identified in the report. At no time shall such reports be submitted later than two (2) weeks after materials have been provided for review, unless otherwise approved by the Planning Director. This is to allow sufficient time for distribution and review by members of the Board and City Departments. If no new materials are submitted, a report is not necessary. Late submissions provided by the applicant (without sufficient time for review) will be addressed directly with the applicant. Hearings will be continued as necessary by the Board in order to address any issues deemed outstanding.

22. Deliver compatible electronic files of all deliverables (reports, correspondence, etc.) to the City. Reports shall be MS Word files, spreadsheets must be MS Excel files, and drawings must be AutoCAD files. Drawing files must also be compatible with the City's GIS system.

Review of Drainage & Stormwater Management

With regard to drainage and stormwater management, the Consultant shall review plans for conformance with standard engineering practices, drainage design and standards as required by the City's Rules and Regulations Governing Subdivision of Land or Zoning Ordinance as applicable, any State or Federal rules such as the Commonwealth of Massachusetts Department of Environmental Protection (DEP) Stormwater Management Guidelines and Federal Clean Water Rules, all Department of Public Work's regulations and standards regarding sanitary sewer, water supply, drainage, roadway construction and/or other utilities and any other standard requested by the Board. Drainage review shall typically include:

1. Evaluation of hydrologic and hydraulic calculations for analysis of stormwater management design and stormwater impacts.

2. Evaluation of proposed stormwater management systems with respect to capacity and ability to convey and control peak flow.

3. Recommendations for appropriate installation and maintenance for these systems.

4. Recommendations on methods for control of erosion and sedimentation during construction.

Traffic Analysis

During the review process, the Planning Board will determine whether or not the proposed development project requires a traffic analysis. In the event a traffic analysis is required, the following will typically be included and shall be reviewed by the Consultant:

1. **Traffic Impact & Access Study.** Review of on-site roads and off-site roads in the vicinity. Identification of any concerns regarding: capacity of roads and intersections used by or providing access for traffic from the development; review of traffic volume generated by the development; review of safety issues including accident history of nearby roads and intersections; design speeds of roads within, or providing access to, the development; geometry, layout, and other road characteristics affecting the ease, convenience and safety of circulation within the development; emergency access; safety for vehicles entering and exiting the development; other issues of safe and adequate access; provision for traffic calming. Recommendations for on- and/or off-site traffic mitigation measures for the proposed development.

2. **Bicycle & Pedestrian Access and Safety.** Review of projects with respect to bicycle and pedestrian access and safety issues including availability and location of bike paths where applicable, sidewalks, crosswalks,

school bus routing, Americans with Disabilities Act compliance and access ramps. Recommend mitigation measures for the proposed development.

3. **National Standards.** Traffic-related analysis shall be conducted utilizing the nationally accepted standards, methods and criteria of The Institute of Transportation Engineers (ITE) and the American Association of State Highway and Transportation Officials (AASHTO).

Construction Inspection Services

The consultant may be required to complete any or all of the following inspectional services, as requested by the Planning Board prior to, during or after construction of specific projects under review, in order to ensure compliance with applicable regulations and conditions of approval:

1. Attendance at Pre-Construction Meeting with the developer and/or owner, General Contractor, Planning Director, DPW Superintendent, and others, prior to the start of construction.

2. Periodic site visits during clearing, cut and fill, and general preparation of roadways and subgrades.

3. Site visits during the installation and backfilling of utilities, water, sewer, drainage, etc. Check locations of utilities in order to assure proper placement and separation.

4. Check location, size depth and elevations of retention/detention ponds and other stormwater structures during and after construction.

5. Check road sub-base prior to placement of base gravel. The contractor and/or his engineer will provide offsets and elevations.

6. Check placement of base gravel on a spot check or continuous basis, depending upon the frequency of delivery of material.

7. Observe any material testing during construction if deemed necessary.

8. Check gravel finish grade and compaction prior to placement of binder course. The City may require the Contractor to conduct compaction testing on sub-base and/or base material prior to placement of binder.

9. Continuously check binder placement in roadway, to insure proper thickness.

10. Make periodic site visits during installation of curbing.

11. Make periodic site visits during gravel placement and compaction associated with sidewalk construction.

12. Spot-check pavement or concrete placement during sidewalk construction.

13. Spot check landscaping, grass plots, and street trees, erosion controls and overall site stability.

14. Continuously check top course asphalt wearing surface during installation to insure proper thickness.

15. Make site visits to check monument installation, upon notification that all markers are in place.

16. Make final site visits for preparing "Punch Lists", or to verify construction according to As-Built Plans and insure compliance with the design plans.

17. After receiving a request by the Planning Board, the Consultant shall review the site conditions and contact the Planning Director prior to recommending whether or not surety held in escrow is ready to be released to the applicant.

18. Prepare field reports for each observation and provide the applicant's engineer, contractor, Commissioner of Public Works and Planning Director with a copy of each such report.

19. Final Inspection, with notification to the City that all road construction and drainage work is complete and in conformance with the approved plans.

20. Perform all other project inspections as needed by the Planning Director and Planning Board.

Additional Work Requirements by Project (Plan Review) Type

Those factors which must be considered in each type of Plan Review include, but are not limited to, the following:

Review A: Definitive Subdivisions (Civil Engineering with emphasis on review of developers' plan submittals) authorized under M.G.L. Chapter 41, Section 81T, and the Rules and Regulations Governing the Subdivision of Land in Quincy.

1. Street layout and design, construction, grading, alignment, sight distances, street profiles, etc.

2. Drainage - culverts, catch basins, leaching basins, detention basins, drainage design and calculations.

3. Review of subdivision checklists utilized by the Planning Board and/or submitted by the applicant.

Review B: Site Plans and Special Permits authorized under M.G.L. Chapter 40A, Section 9, and the Quincy Zoning Ordinances.

1. Site Plan Design - curb cuts, internal circulation, landscape islands, adequacy of parking, trip generation.

2. Drainage - same as No. 2 in subdivisions.

3. Layout, bulk requirements and landscaping/setbacks, lot coverage, landscaping, buffers.

4. Review of Site Plan/Special Permit Checklist utilized by the Planning Board.

Review C: Water Resource Protection District Special Permits authorized under M.G.L. Chapter 40A, Section 9, and the Quincy Zoning Ordinances

1. Review of all measures to protect the groundwater, such as gas trap catch basins and measures to ensure filtration and recharge.

2. Title V requirements and wastewater generation.

3. Package treatment plant requirements and design.

4. Chemical and hydrogeologic analysis for Site Plans/Special Permits and Subdivisions located in the Water Resource Protection District, when necessary.

Compliance with Federal, State and Local Laws, Statutes & Regulations

The selected proposer (Consultant) will be required to review all plans for compliance with federal, state, and local laws, statues and regulations, and federal law and regulations. The Consultant shall adhere at all times to the highest professional certifications, standards, and guidelines) any and all such laws, statues and regulations, as applicable to the profession(s).

Billing

All bills for services rendered shall be submitted to the Planning Board for approval and payment, and shall state the date(s), hours, and product or matter worked upon so that both applicant and Planning Board shall be made aware of the scope of work performed. All bills shall be rendered within thirty (30) days of the service having been performed.

Length of Contract

The terms of this contract shall run one calendar year. The City of Quincy shall have the option to renew this contract for two one-year periods. Any renewal of said contract shall be at the sole discretion of the City of Quincy and the Planning Board, upon the Board's determination that renewal of the Professional Services Contract is in the best interests of the City of Quincy.

Severability

The provisions of the Professional Services Contract shall be severable. If any provision is found by a court to be invalid, the remaining provisions shall remain fully effective.

Amendments

The Professional Services Contract may only be amended by the written consent of both the City of Quincy/Planning Board and Consultant.

COMPARATIVE EVALUATION CRITERIA (SELECTION CRITERIA)

Comparative Evaluation Criteria will be applied uniformly to all proposals. In accordance with the provisions of M.G.L. Chapter 30B, each criterion shall be rated as follows:

- **"Highly Advantageous"** *(3 points - response excels on the specific criterion)*
- **"Advantageous"** *(2 points - response meets evaluation standard for the criterion)*
- **"Not Advantageous"** *(1 point - response does not fully meet the evaluation criterion or leaves a question or issue not fully addressed)*
- **"Unacceptable"** *(0 points - response does not address the elements of this criterion)*

The purpose of this document is to clarify the ranking system used for all proposals pursuant to the Request for Proposals (RFP) and said M.G.L. Chapter 30B. Copies of firm rankings will be kept on file.

1: Overall Qualifications

Overall qualifications of the Firm, its Subconsultants and applicable staff. Multidisciplinary nature and expertise other than planning consulting (as applicable).

Points	Rating	Description
0	Unacceptable	The proposal indicates no evidence of "areas of expertise" outside of planning consulting necessary to complete this project.
1	Not Advantageous	The proposal indicates evidence of one "area of expertise" outside of planning consulting necessary to complete this project.
2	Advantageous	The proposal indicates evidence of more than one "area of expertise" outside of planning consulting necessary to complete this project.
3	Highly Advantageous	The proposal indicates evidence that the firm has substantial in-house "areas of expertise" outside of planning consulting necessary to complete this project or that the firm has made prior arrangements for Subconsultants in areas for which in-house services are unavailable.

2: Size/Structure/Capacity of Firm

Size and organizational stability of Firm and its principals. Proximity and availability of staff to complete reviews within the required deadlines. Sufficient staffing capacity to expedite the work within the City's schedule.

Points	Rating	Description
0	Unacceptable	The proposal fails to indicate a well-established firm, with proximity or availability of staff to complete work within the required deadlines. The proposal provides no evidence that the firm is large enough and diverse enough to expedite all work within the City's schedule.
1	Not Advantageous	The proposal fails to provide either evidence of a well-established firm, with proximity or availability of staff to complete work within the required deadlines. The proposal provides insufficient evidence that the firm is either large enough or diverse enough to expedite all work within the City's schedule.
2	Advantageous	The proposal provides a history of the firm, with proximity or availability of staff to complete work within the required deadlines. The proposal provides adequate evidence that the firm is large enough and/or diverse enough to expedite all work within the City's schedule.
3	Highly Advantageous	The proposal provides a detailed history of the firm indicating a well-established firm, with proximity and availability of staff to complete work within the required deadlines. The proposal provides evidence that the firm is both large enough and diverse enough to expedite all work within the City's schedule.

3: Understanding Scope of Work

Thorough knowledge and understanding of all elements of the required Scope of Work and proposed approach to the project.

Points	Rating	Description
0	Unacceptable	The proposal indicates inadequate review or understanding of the required Scope of Work.
1	Not Advantageous	The proposal indicates incomplete review or a vague understanding of the required Scope of Work.
2	Advantageous	The proposal indicates sufficient review and understanding of the required Scope of Work, and documents the firm's proposed approach.
3	Highly Advantageous	The proposal indicates a thorough review and full understanding of the required Scope of Work, and proposes a clear and comprehensive approach.

4: Quality of Past Work

Prior successful experience with Massachusetts municipalities providing consulting services for similar cities and towns. Quality of past consulting services as evidenced by sample submissions and references.

Points	Rating	Description
0	Unacceptable	None of the sample submissions submitted by the firm are clear and complete and/or have relevance to the services being solicited under the RFP.
1	Not Advantageous	One or two of the sample submissions submitted by the firm are unclear, incomplete, or have little relevance to the services being solicited under the RFP.
2	Advantageous	All three of the sample submissions submitted by the firm are written clearly and fully cover the relevant subject matter, having clear relevance to the services being solicited under the RFP.
3	Highly Advantageous	All three sample submissions are written clearly, fully cover the relevant subject matter, and also excel with respect to quality, graphics, formats, and/or writing style.

5: Quality of Written Proposal

Quality of proposal and presentation. Strong written and verbal communication skills; ability to explain and interpret technical information to a non-technical audience.

Points	Rating	Description
0	Unacceptable	The written response submitted by the firm is both unclear and incomplete.
1	Not Advantageous	The written response submitted by the firm is either unclear or incomplete.
2	Advantageous	The written response submitted by the firm is clear and complete, and fully covers the relevant subject matter.
3	Highly Advantageous	The written response submitted by the firm is clear and complete, fully covers the relevant subject matter, and excels with respect to graphics, formats, and/or writing style.

6: Immediate Availability & Timeline for Project Completion

Ability to commence work immediately and proposed timeline for completion of the Scope of Work.

Points	Rating	Description
0	Unacceptable	The applicant has provided no evidence of immediate availability to begin work and/or ability to ensure project completion.
1	Not Advantageous	The applicant has indicated a vague or incomplete timeline for availability and/or project completion.
2	Advantageous	The applicant has provided adequate evidence of immediate availability and a proposed timeline for project completion.
3	Highly Advantageous	The applicant has provided evidence of immediate availability and has proposed a timeline for project completion which is ambitious and timely in nature.