REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL PEER REVIEW SERVICES
CITY OF QUINCY
QUINCY, MASSACHUSETTS

NOTICE

2012

In accordance with Article IV Section 4.05 (a) (b) (c) of the Land Disposition Agreement for the New Quincy Center project, the City acting through the Department of Planning and Community Development is soliciting qualification proposals for non-exclusive on-call architectural peer review services to assist the City of Quincy in its review of construction documents for the New Quincy Center project.

Proposals will be received at the office of the Purchasing Department; City Hall; 1305 Hancock Street; Quincy, MA 02169, until **August 2, 2012 @ 11:00 a.m.**

Proposals may be submitted for one or more disciplines indentified in this proposal. 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 for a non-refundable printing charge of $25.00

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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 Qualifications Proposals; to reject any and all proposals; and to accept any proposal deemed to be in the best interest of the City of Quincy.

Thomas P. Koch, MAYOR

Kathryn R. Hobin, PURCHASING AGENT

LEGAL: JULY 9, 2012
LEGAL: JULY 12, 2012

GOODS & SERVICES
P.O. # S080212

DEPT. CHARGED: PLANNING DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL REVIEW SERVICES

REQUEST FOR PROPOSAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

Introduction & Background

The City of Quincy, acting through the Department of Planning and Community Development, is soliciting proposals for Architectural and Engineering peer Review Services to be provided on an on-call basis. The City of Quincy is seeking plan review services in the following categories:

Primary Categories

- Americans with Disabilities Act and Massachusetts Architectural Access Board compliance
- Fire Safety and Code Compliance
- Building Electrical and Plumbing Code compliance
- Structural Engineering
- Environmental Issues
- Mechanical Systems Design and Performance
- Exterior Building Design
- Interior Building Design
- Parking Structure Design
- Low Impact/Green Building Design
- Site, Utilities, Landscaping Design

A proposer may offer a proposal relative to one or more of the indentified discipline. Each proposal shall clearly be marked as to the type of discipline(s). Multidisciplinary firms capable of all such reviews are acceptable. One contract may be awarded to a multidisciplinary firm capable of all elements of the review services, or a separate contract may be awarded for each discipline. In determining whether to award one or more contracts, the City of Quincy shall determine in each case, which proposal best meets the interests of the City of Quincy.

On January 25, 2011, the City of Quincy and Hancock Adams Associates, LLC ("Redeveloper") executed a Land Disposition Agreement, which sets forth the terms and conditions upon which the purchase of the City Parcels is to occur, and the Quincy Center redevelopment project as a whole and various rights and obligations of the Redeveloper and the City respectively. Article IV Section 4.05 (a) (b) (c) of the Land Disposition Agreement the addresses the Redevelopers obligation to fund an escrow account with the City for the purpose of retaining review consultants for the Redevelopment project.

Because of the size, scale, and complexity of said redevelopment project, it is necessary to retain competent consultants with expertise in various architectural and engineering reduce space disciplines to assist the City, primarily the Planning Department, Engineering department, Department of Inspection Services and the Fire Department in its review of the Redevelopers design and construction documents and the review and final sign off on the construction of the private and public improvements. Through this solicitation and the resulting contract, the qualified proposer (Consultant) will provide non-exclusive on-call consulting services as needed to the City of Quincy and its various Departments including but not limited to Planning Department, Urban renewal Agency,

Inspectional Services, Public Works, Traffic and Parking, Park Department, Public Buildings, Health, Police, and Fire. Each of these Departments will be involved with the review of various construction documents plans and the follow up inspections associated with the Redevelopment project. 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 Scope of Work (below) is specific to the New Quincy Center urban renewal project. A smaller scope, or additional work, may be required from the Consultant if services are provided to another City Department or Board utilizing this Contract.

General Process for Project Reviews

The City of Quincy may engage a consultant, at the Redeveloper's expense, when the assistance of a planning, architectural, engineering, environmental or traffic engineer is required for the review of various New Quincy Center construction documents and plans and associated follow-up inspections. Such architectural and engineering review services are primarily to fill the need for outside expertise required in reviewing the redeveloper's construction plans and documents.

On or about February 4, 2011, Hancock Adams Associates—the City of Quincy's designated redeveloper for Quincy Center—funded a Consultant escrow account in the amount of $250,000. The Planning Director directs the City Treasurer to expend such funds to pay for all consulting services by its consultant (s) to assist the City of Quincy in reviewing construction documents and plans for the New Quincy Center project. Hancock Adams Associates is required to replenish the escrow account back to the full $250,000 within 30 days of a request (or sooner, but not less than 10 business days if necessary for the City to retain a particular consultant) whenever the balance in said account falls below $50,000. See Article IV Section 4.05 (b) of the Land Disposition Agreement for all terms and conditions relative to the escrow account.

Each Consultant under contract shall provide regular invoices to the Department of Planning and Community Development for approval of services rendered, and shall report directly to the Director of Urban Redevelopment, or the Agency's designee, as to findings, investigations, scope of work, and actions. Said invoices shall include the date of services, staffing, hourly rates applied and total billing amount.

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 On-Call Professional Consulting 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 that 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. Pertinent materials for the Quincy Center urban redevelopment project are located via the following web link Quincy Center Materials. 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).

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

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 Department of Planning and Community Development 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 City of Quincy, 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 Department will approve payments for work. No work shall begin until an authorization Notice to Proceed is received from the Planning Director.

Availability and Distance from Quincy: Proposers shall be available to meet with the Planning Director and/or other City of Quincy Department 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:
All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and emailed to: khobin@quincyma.gov and cc: to ktrillcott@quincyma.gov Questions will be accepted until **July 27, 2012 at 4:00 p.m**. All responses will be provided by Quincy's Chief Procurement Officer in the form of an addendum. All firms who acknowledge printing out this Request for Proposals from the City of Quincy's website will receive a copy of all questions raised (if any), and their answers.

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, and providing that no papers are loose. Proposals shall be submitted no later than **11:00 A.M. on August 2, 2012.** 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 Architect shall be a Registered Architect 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, memoranda, or reports:** Each proposal must be accompanied by three actual plan reviews completed by the proposer.

* *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 required benchmarks articulated in the LDA.

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 on-call architectural review services for large-scale, complex projects. 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 City of Quincy deems relevant for the review.

Award of Contract

The City of Quincy through a technical selection committee shall review all qualified proposals. This review shall include interviews with of the lead firm and any firms that will receive work under this contract. The selection 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 selection committee will rank first a Non-Price Proposal which is not the least expensive Price-Proposal, then the selection committee shall specify in writing why the added benefits of the proposal outweigh the higher fee being proposed by the vendor. The selection committee shall prepare, based on its ratings, rankings and written justification a recommendation to the Chief Procurement Officer for the execution of a contract (s). The recommendations shall include any conditions to the recommended award, which require successful negotiation or revisions to the Scope of Work identified by the selection committee and/or other Quincy 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 (s) 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 that the various City of Quincy Department's have adequate technical support in their review of various proposals, documents, plans, and permits, and oversight of construction activities associated with the New Quincy Center project.

The selected proposer (s) shall be responsible for providing technical support to various City of Quincy Departments with respect to 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 aforementioned MassDOT prequalification categories, 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.

The selected consultant (s) shall assist the City of Quincy with the review of project construction plans and documents associated with the New Quincy Center Project, provide assistance in the oversight of construction activities, and provide assistance in the inspection and final sign off on all private and public improvements. All on-call services shall be conducted in accordance with the aforementioned MassDOT prequalification categories and definitions.

1. Peer review responsibilities will include but not be limited to review of the following design guideline elements, technical specialties, determination of application completeness and conformance with Certificate of Consistency checklist.

   Peer review will include review of drawings and providing recommendation comments.

   Reference documents to be used in the review of construction documents:
   - Quincy Center District Design Guidelines amended October 2010.
   - The New Quincy Center Development Design Standards dated October 2010.
   - Rules and Regulations for the Quincy Center Districts URDP Certificate of Consistency dated December 14, 2011.

HISTORY

- Use of Secretary of the Interior's Standards for Treatment of Historic Properties.
- Use Standards for Rehabilitation for construction for National or State Register – designated properties.
- Use of Quincy Historic District Commission regulations.

IDENTITY

- Preservation at view corridors.
- Unique architectural and public space elements at important entry points.
- Fountains and other elements as defining features for public spaces.
- Banners, signage, public art and similar elements to guide pedestrians.

SITE

- Drainage
- Grading
- Utilities
- Landscaping
- Screening and buffer elements.
- Engineering design & calculations to insure elimination of adverse impacts.

STREETS

- Tree-lined and landscaped sidewalks.
- Tree beds and grates.
- Sidewalks of sufficient width.
- Retail, entertainment, cultural and other activities to engage pedestrians.
- Curbside parking.
- Street furniture.
- Trash receptacles.
- Bus shelters.
- Sufficient lighting.
- Safe crossing points along street.
- Pedestrian street paving.
- Curbs and ramps.
- Kiosks and outdoor structures.
- Bicycle racks and bollards.
- Planters and pots.
- Street lighting.
- Street width and sidewalk hierarchy.

STREET WALL AND MASSING

- Continuity with existing building's height along public streets.
- Step back taller building elements.
- Massing to reflect bay widths and design rhythm of nearby buildings.
- Fill entire frontage along public roads, integrating pedestrian ways, squares and similar pedestrian uses.

PUBLIC SQUARES AND COMMON AREAS

- Quincy Center Transit Area
- Thomas Crane Library
- Market Square
- Stop & Shop Pedestrian Plaza
- Presidents place Plaza

PARKING AND TRANSIT

- Parking structure design and construction of high quality, low maintenance and use of durable materials.
- Shared parking between compatible uses.
- Shared points at access and egress.
- Access to parking and garages from side streets.
- Identity dedicated spaces for car-sharing and car-pooling.
- Use of signage to increase awareness of parking and bus stops.
- Bus shelters throughout district.
- Screening surface parking and locate behind building uses.
- Parking entrances integrated into street wall.
- Parking structure facades articulated to complement building wall designs without solid walls.

BUILDINGS

- First floor uses incorporating retail, cultural and entertainment uses.
- Street wall and massing, including setbacks and gateway elements.
- Shadow studies to avoid shading of other buildings, parks, City Hall and historic buildings.
- Storefront design.
- Doors and entrances.
- Windows.
- Exterior materials.
- Exterior building lighting.
- Building systems screening.
- Signage and graphics.
- Awnings and canopies.
- Structural design code compliance and peer review.
- Mechanical, Electrical, Plumbing, Fire Protection, and Fire Alarm Systems.

SUSTAINABILITY

- Goal of LEED silver certification.
- Site
- Water Management
- Energy
- Materials
- Indoor environmental quality
- Transportation
- Commissioning

2. At the direction of the Planning Director, schedule and conduct meetings with the New Quincy Center Review Team and the Redeveloper's engineering team and/or representatives.

3. Be available to meet with the Planning Director and New Quincy Center Review Team within three days of a request.

4. Attend any and all site visits, meetings and hearings in relation to the project as required by Planning Director.

5. Maintain open communication with the Planning Director and the New Quincy Center Review Team as needed and the Redeveloper's engineering team and/ or other representatives throughout the review process.

6. Discuss technical issues with the New Quincy Center Review Team and the Redeveloper's engineering team as necessary, to resolve technical issues to the extent feasible.

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

The selected proposer (s) 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 (s) 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 Department of Planning and Community Development, Attention Dennis E. Harrington, Planning Director for approval and payment, and shall state the date(s), hours, and product or matter worked upon. 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 On-Call Consultant 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.

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

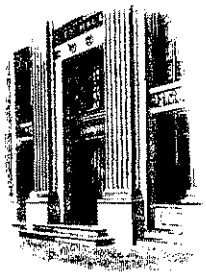
Ability to commence work immediately and proposed timeline for completion of the Scope of Work.

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.

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: 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.

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

Phone: 376-1060
Fax: 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) (OFFICER)

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
(OFFICER)

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

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:_____.