

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**STRATEGIC DEVELOPMENT CONSULTANT**  
**FOR**  
**QUINCY CENTER REDEVELOPMENT OPPORTUNITIES**

**CITY OF QUINCY**  
**QUINCY, MASSACHUSETTS**



**NOTICE**

In accordance with Quincy Center Urban Revitalization District Plan, as amended, the City, acting through the Department of Planning and Community Development, is soliciting proposals for Professional Consulting Services to assist the City with strategically analyzing the redevelopment opportunities in Quincy Center.

Proposals will be received at the office of the Purchasing Department; City Hall; 1305 Hancock Street; Quincy, MA 02169, until **12:00 noon May 15, 2014.**

Copies of the Request for Qualifications may be obtained from the Purchasing Department; City Hall; 1305 Hancock Street; Quincy, MA 02169 or by calling (617) 376-1060, between 9 AM and 4 PM, Monday through Friday.

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

***If you have received this bid from the City of Quincy Website or through an email or picked it up, it is your responsibility to check for addenda (at [www.quincyma.gov](http://www.quincyma.gov)) please check before you turn in your proposal. The City of Quincy will not be responsible any bids received omitting addenda acknowledgement.***

Goods & Service (April 21, 2014)  
Central Register (April 30, 2014)  
Quincy Sun (May 1, 2014)

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**REQUEST FOR QUALIFICATIONS CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**Introduction & Background**

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The Planning and Community Development Department, acting as the City's Urban Renewal Agency under M.G.L. Ch. 121B pursuant to its authority to do so granted by Chapter 898 of the Acts of 1973, has been undertaking urban renewal activities relating to the Quincy Center Urban Revitalization District Plan, as amended, since its adoption in 2007.

In 2011, the City entered into the "New Quincy Center Land Disposition Agreement (NQC-LDA)" with its Designated Redeveloper. Several predevelopment activities commenced with the adoption of the NQC-LDA relating to the design, permitting, financing, and construction of identified public improvement projects. The Designated Redeveloper was unable to execute any agreements for new private development in accordance with predetermined benchmarks identified in the NQC-LDA. As a result, the City issued a notice of default letter to the Designated Redeveloper on February 18, 2014. The Designated Redeveloper failed to file the necessary NQC-LDA documents and on March 24, 2014, the NQC-LDA was terminated by the City of Quincy.

**Foundational Elements of Quincy Center Revitalization**

*Quincy Center Zoning Districts, as amended*

- Adopted June 2005.

*Quincy Center District Guidelines, as amended*

- Adopted by Planning Board November 2005.

*Quincy Center Concourse Preferred Alignment*

- Endorsed by City Council December 2005.
- City Council approves \$10 million bond authorization to begin Quincy Center activities including right-of-way requirements.
- Project receives \$6 million Federal Transportation Earmark for roadway construction.
- Project receives \$2 million MA DOT -Public Works Economic Development (PWED) Grant for McGrath Highway reconstruction.

- Project is awarded \$8.1 American Recovery & Reinvestment Act grant (ARRA) for Concourse roadway construction, final building demolition and remediation activities.
- ARRA award supplants existing \$6 million Federal Transportation Earmark successfully reprogrammed for the Adams Green Transportation Improvement Project.
- Project completed in 2011.

*Downtown Vision & Framework and Strategy Plan*

- Released August 2006.
- Encapsulates a two year public outreach effort that identifies the public’s Vision for a revitalized downtown.
- Establishes the Framework and Strategy to pursue revitalization initiatives.

*Quincy Center District Improvement Financing (DIF) District*

- Adopted May 2005
- Created the DIF District Boundary that mirrors the Quincy Center Zoning Districts boundary.

*Quincy Center District Improvement Financing Invested Revenue and Development Plan (IRDP)*

- Adopted on July 2007.
- IRDP approval includes increased bond authorization (\$40 million) based on city-owned Hancock Parking Lot redevelopment scenario.

**Quincy Center Urban Renewal Activities**

*Quincy Center Urban Redevelopment District Plan (URDP)*

- Adopted July 2007.
- Analyzes existing conditions of Quincy Center and its categorization as decadent and describes the City’s redevelopment strategy.
- Identifies the Hancock Lot and Ross Garage sites for disposition to a developer that shares the City’s *Vision* for a redeveloped downtown.

*Quincy Center Infrastructure Due Diligence Analysis*

The former Designated Developer under urban renewal Street-Works, LLC began meeting with City officials soon after the adoption of the Quincy Center URDP. At its own cost, engaged the engineering firm to undertake an analysis of all infrastructure systems in Quincy Center.

- Engineering firm engaged representatives from all public and private utilities supported by their own on-site inspections.
- A visual inspection of the Town Brook culvert through Quincy Center was performed.
- Results presented to the City in July 2008 and forms the basis for understanding Quincy Center’s aged infrastructure moving forward.

*Quincy Center Urban Redevelopment District Plan Amendment #1 (URDP #1)*

- Adopted in January 2010.
- Provides conditional designation of Street-Works, LLC as the “Designated Developer” for the URDP District.
- Introduces the “Certificate of Consistency” Planning Board review process of proposed new redevelopment.
- Certificate of Consistency process supported with an amendment to the Quincy Center Zoning District Ordinance.
- Introduces the use of M.G.L. Chapter 121A tax agreements as a means of generating revenue to support public infrastructure improvements that will support private development.

*Quincy Center Urban Redevelopment Plan Amendment #2 (URDP #2)*

- Approved by DHCD on April 20, 2011.
- The New Quincy Center Land Disposition Agreement between the City and Hancock Adams Associates, LLC (Street-Works, LLC) is an exhibit to the URDP #2.

*New Quincy Center Land Disposition Agreement*

- Adopted on January 25, 2011.
- Establishes the public private partnership between the City of Quincy and Hancock Adams Associates, LLC.
- Authorizes \$289 million in public funding for public improvements (public infrastructure and parking facilities).
- Identifies several predevelopment activities, with benchmark schedule, to be accomplished prior to the filing of the first redevelopment program (MEPA Clearance, preliminary design of public improvement program, overall parking management plan).
- Identifies 3 Core Public Improvement Projects that need to be undertaken by the City and supported by Hancock Adams Associates, LLC.
- Funding for the 3 Core Public Improvement projects was to be sought from State and Federal sources.

*Town Brook Relocation Project*

The Town Brook Enhancement Project is a direct result of the Infrastructure Due Diligence Analysis performed by Street-Works, LLC in 2008. Inspection of the culvert through Quincy Center revealed it was compromised. Capitalizing on the uneconomic remainders of the taking parcels needed for the Walter Hannon Parkway (Concourse), engineers prepared layout plans that would relocate the brook to a new location. On April 22, 2011, the Executive Office of Energy and Environmental Affairs issued its MEPA Clearance Certificate allowing the continuation of permitting, final design activities and ultimately construction to commence.

Construction of the Town Brook Enhancement Project was funded by \$5million Legislative Earmark and \$5.3 million MassWorks Grant.

The City filed a successful Quincy Center Densely Developed Area (DDA) petition with the Executive Office of Energy and Environmental Affairs that reduced the riverfront area impact zone from 200 feet to 25 feet.

The City successfully responded to a Request for Applicability of Chapter 91 (Waterways) review by DEP. Review was requested by a citizen.

The Town Brook Relocation Project is fully constructed and all environmental challenges have been resolved in favor of the City.

*Adams Green Park Project*

Adams Green entails the creation of a world-class, contiguous park space that will connect the MBTA station, City Hall, Historic Old Town Hall, the United First Parish Church, and Hancock Cemetery. This project is being carried out in two phases. Phase I (also known as the Adams Green Transportation Improvement Project) entails all of the roadway infrastructure improvements, new sidewalks, bicycle infrastructure, and streetscape enhancements needed to support the design and construction of the park space. Phase II entails the design and the construction of the actual park space, associated amenities, and interpretative elements.

Phase 1- Adams Green Transportation Improvement Project

Project Status:

- Preliminary design schematic and traffic analysis funded via \$50,000 Commonwealth Transit Oriented Development Grant

- Design of the Adams Green Transportation Improvement project was funded via a reprogrammed \$6 million federal transportation earmark. This earmark was originally purposed for the Quincy Center Concourse Phase II project, which received \$8.1 in ARRA funding.
- Construction of the Adams Green Transportation Project—to be carried out by MassDOT—is being funded via the \$6 million federal transportation earmark.
- Design of the Adams Green Transportation Improvement Project has been completed. MassDOT approved the 100% Plans, Specifications and Estimates in December 2012.
- MassDOT advertised this project for construction on July 1, 2013.
- Commencement of construction activities is anticipated late April/early May 2014.

## Phase 2- Adams Green Park Design

### Project Status

- Park design (Phase II) funded via a \$1 million Commonwealth Gateway Cities Grant.
- Park construction (Phase II) to be funded via the Commonwealth Infrastructure Investment and Incentive Program (I-Cubed).
- Park design is at 25% level; under review by the Mayor.

### *Burgin Parkway Access Bridge*

This project will entail the construction of a bridge—similar to the existing Paul Harold Bridge—to connect Burgin Parkway over the MBTA tracks into the Ross Parking Garage redevelopment area. The bridge structure will be owned and maintained by the Commonwealth of Massachusetts (MassDOT).

### Project Status

- Preliminary engineering (type study, survey, and geotechnical investigations) completed.
- Geotechnical reconnaissance completed in September 2011.
- Type study completed and approved by MassDOT in January 2012.
- Preliminary survey completed in November 2013.
- Construction to be funded via the Commonwealth Infrastructure Investment and Incentive Program (I-Cubed).
- Vertical height clearance for the bridge has been approved by the Massachusetts Department of Public Utilities.

### *New Quincy Center MEPA Clearance*

In December 2012, the New Quincy Center project (EOEA #14780) completed the MEPA environmental review process, and is now fully permitted. Documentation included the preparation of an Expanded Environmental Notification Form, Draft Environmental Impact Report, and Final Environmental Impact Report. Upon issuance (December 12, 2012) of the Certificate for the Final Environmental Impact Report, the Secretary of Environmental Affairs determined that the project adequately and properly complied with MEPA and its implementing regulations.

### *Economic Development Proposal for I-Cubed Financing*

- New Quincy Center redevelopment project has received preliminary approval for \$40 million in State I-Cubed Financing. Approval is valid until June 3, 2015.
- Economic Development Proposal tied to the NQC-LDA redevelopment program that requires modification.
- I-Cubed funding to go towards the construction of the Burgin Parkway Access Bridge and construction of the Adams Green Park.

### *Merchants Row (Block 4) Certificate of Consistency*

- Merchants Row Certificate of Consistency for proposed mixed-use redevelopment approved by Planning Board December 20, 2012.
- Approval included complete public and private utility replacement along Chestnut Street, Cottage and partial utility replacement along portions of Dennis Ryan Parkway and Hancock Street.
- Merchants Row Certificate of Consistency is no longer valid with the termination of the NQC-LDA.
- The private owners of the land comprising Merchant's Row plan a private redevelopment on that land so the scope of services contemplated under this RFQ does not directly include that development, but that development must be coordinated with the proposed redevelopment contemplated under this RFQ.

### **General Conditions**

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This section of the Request for Qualifications contains the general conditions and restrictions covering the preparation, submission, and content of proposals as well as the 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 RFQ. The consultant's degree of compliance with the requirements of this Request for Qualifications 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 Qualifications. 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 <http://www.quincyma.gov/Government/PLANNING/DowntownRevitalization.cfm> By submitting a proposal, all proposers certify that they have read and agree to comply with each provision of this RFQ, 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 May 15, 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 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 Qualifications 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. 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:** Any questions regarding this Request for Qualifications should be submitted in writing to the Purchasing Department, and received no later than **11:00 AM, May 9, 2014**. Such questions should be directed to the City of Quincy's Chief Procurement Officer either by fax: 617-376-1074 and emailed to: [khobin@quincyma.gov](mailto:khobin@quincyma.gov) 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 copy of all questions raised (if any), and their answers. If it should become necessary to revise any part of this Request for Qualifications or otherwise provide additional information, the Quincy Purchasing Department will issue an Addendum as well.

### **Proposal Format & Submission Requirements**

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Responses to this Request for Qualifications shall be submitted to the Purchasing Department, City Hall; 1305 Hancock Street; Quincy, MA 02169. One (1) set of unbound original materials, containing an original signature of the firm's principal, and four (4) copies of the same, which may be copies. Proposals shall be submitted no later than 12:00 p.m. on **May 15, 2014**. Postmarked submissions will not be accepted; late proposals will be deemed none responsive.

### **"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 task on 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	<b>General Qualifications of the Firm *</b> <ul style="list-style-type: none"><li data-bbox="280 1310 1503 1436">A) <b>Letter of Transmittal:</b> Letter of introduction providing a narrative describing the practice areas, years of experience, and qualifications of the firm, the names and background of all personnel who will be working on the contract, including subcontractors. Identification of lead professionals and key personnel in each field of expertise.</li><li data-bbox="280 1472 1503 1566">B) <b>Resumes:</b> 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 activities listed in the scope or directly overseeing any of such work.</li><li data-bbox="280 1602 1503 1665">C) <b>References:</b> A minimum of three (3) Firm or individual references including name, title, agency, address, phone, fax, and email (if applicable).</li><li data-bbox="280 1701 1503 1764">D) <b>Firm Interests:</b> 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.</li><li data-bbox="280 1799 1503 1946">E) <b>Qualifications and Experience:</b> A narrative description of the Consultant's experience and expertise in the following areas:<ul style="list-style-type: none"><li data-bbox="329 1898 1341 1946">➤ Large-scale urban development, including the phasing and financing of infrastructure;</li></ul></li></ul>

	<ul style="list-style-type: none"> <li>➤ The use of Massachusetts programs intended to encourage construction of infrastructure, such as I-Cubed, DIF, TIF, and similar programs;</li> <li>➤ Other projects of similar or greater complexity that demonstrate the Consultant’s strategic thinking about land assembly and repositioning and/or monetizing of real estate assets;</li> <li>➤ In-depth knowledge of the market for retail, office, hotel, and residential uses in the Quincy and greater South Shore market.</li> </ul>
<b>Section 2</b>	<b>Review Approach &amp; Scope of Work *</b>
	<b>Description of Proposed Service:</b> 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.
<b>Section 3</b>	<b>Documentation *</b>
	<p>A) All attached City of Quincy required forms.</p> <p>B) Documentation/Certificates of Workmen's Compensation Insurance and Professional Liability Insurance for the minimum amount as required by applicable state law.</p> <p>C) <b>A minimum of three (3) RFP examples:</b> A list of references for at least three (3) projects on which the Consultant has worked and which involved all of the skill sets identified in this RFP. Provide complete contact information, i.e., name, mailing address, telephone number, and email address of each reference, the name of the project, and when the Consultant worked on the project.</p>

\* *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 Qualifications 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 Qualifications. 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 Qualifications, 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 Request for Qualifications unless specified in this document.

### **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.
- 2) Size and organizational stability of Firm and its principals. Proximity and availability of staff to complete tasks within the required deadlines.
- 3) Thorough knowledge and understanding of all elements of the required Scope of Work and proposed approach.
- 4) Prior successful experience and quality of past consulting 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**

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The City of Quincy through a selection committee shall review all qualified proposals. This review shall include interviews with 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 RFQ.

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**

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Upon the acceptance of a Consultant's proposal(s), the City with assistance from the Planning Director will prepare a contract. 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 RFQ shall be:

1. All of the information presented in this RFQ 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**

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The City of Quincy reserves the right to cancel this Request for Qualifications, 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**

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#### **Project Description**

The City of Quincy seeks a qualified real estate development consultant to assist with strategically analyzing the redevelopment opportunities in Quincy Center in light of the progress made to date by both the City and the prior designated redeveloper, Hancock Adams Associates, and in developing and managing the solicitation process for one or more Master Developers for the continued redevelopment of Quincy's historic downtown urban core.

#### **Scope of Services**

The Consultant shall provide the following services to the City:

- 1) Review the Quincy Center Urban Revitalization and Development Plan, including Amendments #1 and #2 ("Urban Renewal Plan");
- 2) Review the applicable municipal regulations and policies governing development in the Quincy Center Urban Renewal Area;
- 3) Review existing City assets that are to be made available for implementing the Urban Renewal Plan, e.g., the Ross Garage and Hancock Lot;
- 4) Identify and recommend disposition priorities and optimum sequence of parcel dispositions, considering the overall relationship to and impact on the Urban Renewal Plan and the desired goal of transit-oriented, mixed-use development in Quincy Center;
- 5) Assist the City in developing a viable disposition strategy for the City, including engagement of one or more developers to undertake redevelopment of portions of the downtown within the Urban Renewal District;
- 6) Establish working contacts with major commercial and institutional real estate broker firms offering land sales, valuation, and real estate development services to commercial clients;
- 7) Develop an outreach strategy to market, publicize and/or advertise for potential development partners;

- 8) Work with City departments to prepare appropriate disposition documents, which may include, but are not limited to, a Request for Expressions of Interest (RFI) or a Request for Proposals (RFP), or both;
- 9) Assist City with the RFI/RFP review process and preparation of agreements;
- 10) Provide as needed support during the developer selection and disposition process;
- 11) The chosen consultant will need to review and take into consideration the public utility infrastructure needs developed by the Department of Public Works and the Engineering Consultants;
- 12) The chosen consultant will need to coordinate their efforts with the City's urban revitalization financial consultant, urban renewal consultant, and legal advisors.

### **Minimum Qualifications**

The City will conduct a comparative review of proposals from consultants meeting all of the following requirements:

- 1) Knowledge of the real estate development process in complex urban environments.
- 2) Knowledge of Massachusetts regulations regarding urban redevelopment, public financing, planning, etc.
- 3) Familiarity with current market conditions in Quincy and the greater Boston metro area, including residential, retail, office and institutional uses.
- 4) Familiarity with the City of Quincy's financial reporting and assessment practices.
- 5) Ability to analyze complex market, economic, financial and fiscal data as it pertains to public and private infrastructure and real estate development and to effectively communicate the findings and conclusions of that analysis to a variety of users.
- 6) Familiarity with the history of redevelopment in Quincy and a strong understanding of the Urban Renewal process in Massachusetts.
- 7) Experience in soliciting development partners for public organizations.
- 8) A proposal that is complete and includes all required components specified in this RFQ.

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

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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 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 Contract awarded in response to these specifications shall be effective for a period of one year. Upon the satisfactory performances of the vendor; the City of Quincy may extend the contract for two (2) additional terms of one (1) year each. Contract shall automatically renew upon anniversary date of contract execution, unless notification of termination is given 30 day prior, in writing, by either party.

### **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 and the chosen 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 Qualifications (RFQ) 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.

## FEE PROPOSAL FORM

The undersigned hereby submits a price proposal to perform the services outlined in this Request for Qualifications issued by the City of Quincy pertaining to the search for a Strategic Development Consultant. Total fee proposal, including professional fees and expenses shall be negotiated between the City of Quincy and the selected consultant.

Contract term will commence upon selection of a consultant and execution of a contract for services. The parties may later agree to expand the Scope of Services to be provided by the Consultant upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future monetary negotiations based on the pricing listed below.

### **PROFESSIONAL SERVICES, Hourly Rates:**

1. \_\_\_\_\_  
Project Engineer
2. \_\_\_\_\_  
Licensed Architect
3. \_\_\_\_\_  
Other essential personnel
4. \_\_\_\_\_  
Other essential services

### **CONSULTANT INFORMATION**

Company Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Bidder acknowledges receipt of \_\_\_\_\_ Addendum (a) \_\_\_\_\_  
(Signature)



**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 pursuant to MGL Chapter 62c, section 49a, I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support. This is being 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)

**CERTIFICATE OF NON – COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of person signing bid or proposal)  
(Please print)

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

\_\_\_\_\_  
(Name of business)



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, he 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: \_\_\_\_\_.