



# Request for Proposals Downtown Planning Study



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# ADVERTISEMENT

## Downtown Planning Study

The Boston Redevelopment Authority d/b/a Boston Planning & Development Agency ("BPDA") is pleased to issue this Request for Proposals ("RFP") for the Downtown Planning Study (the "Study").

The BPDA is requesting proposals from Consultants or Consultant Teams ("Consultants") that have demonstrated excellence in urban design and land use planning, historic preservation, engineering services to study environmental impacts, market and financial feasibility analysis, multi-modal transportation policy, and sustainability and climate resiliency. The resulting contract will be awarded to the most advantageous proposal taking into consideration both qualifications and the fee proposal. The duration of this resulting contract shall not exceed two (2) years. The budget for the Study is \$600,000.

### RFP Availability

This RFP will be available for download starting on Tuesday, May 29, 2018 at 9:00 AM from the BPDA's website at <http://www.bostonplans.org/work-with-us/rfps-rfqs-RFPs> or at the BPDA, City Hall, Room 910, One City Hall Square, Boston, MA 02201.

### Pre-Submission Conference

An informational conference will be held on Wednesday, June 13, 2018 at 2:00 PM at the BPDA, Boston City Hall, One City Hall Square, BPDA Board Room, 9<sup>th</sup> Floor, Boston, MA 02201. Attendance is not required, but encouraged.

### Proposal Submission Deadline

All responses to this RFP must be returned no later than 12:00 PM on Friday, July 13, 2018, to:

Teresa Polhemus  
Executive Director/Secretary  
Boston Planning & Development Agency  
One City Hall Square, Room 910  
Boston, MA 02201-1007

**Fee proposals must be submitted under separate cover and in a sealed envelope. Absolutely no responses will be accepted after the due date and time. The BPDA reserves the right to reject any or all proposals. The award of the resulting contract is subject to approval by the Boston Redevelopment Authority Board. Execution of the resulting contract will be contingent on availability of funds.**

## Interviews

Interviews for Consultants meeting the minimum threshold criteria will take place on Tuesday, July 31, Wednesday, August 1 & Thursday, August 2, 2018, at the BPDA, One City Hall Square, 9<sup>th</sup> Floor, Boston, MA 02201 or at later dates to be determined. Interviews are mandatory for any Consultants wishing to be considered for the contract award.

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# 01 Introduction & Project Overview

## Introduction

In conformance with the M.G.L. c. 30B, the Boston Redevelopment Authority, d/b/a the Boston Planning & Development Agency ("BPDA"), by its Acting Chief Procurement Officer ("CPO"), is issuing this request for proposals ("RFP") for the Downtown Planning Study (the "Study"). The duration of this resulting contract shall not exceed two (2) years. The resulting contract will be awarded to the most advantageous proposal taking into consideration both qualifications and the fee proposal.

## Project Goals

Over the last decade, Boston's Downtown has transformed from primarily a business district into a vibrant mixed-use neighborhood. Associated with this transformation and the marked increase in development proposals is a clear need to comprehensively plan for the future of Downtown.



*View of the Downtown Crossing Pedestrian Zone in Downtown Boston.*

Building on past studies, the primary goal of the study will be to develop a new framework for the preservation, enhancement, and growth of the Downtown area of the City of Boston, while balancing the importance of livability, daylight, walkability, climate change, access to open space, affordability, and a

dynamic mix of uses, among others. As one of the most diverse places in the City, due in part to its accessibility, it is necessary to encourage growth that is inclusive for all. Supporting a thriving Downtown environment that is responsive to the 21st century needs of residents, businesses, and visitors is critical to Boston's continued success as an important American city.



*Aerial view of Downtown Boston, June 2015. Photo credit: Alex MacLean.*

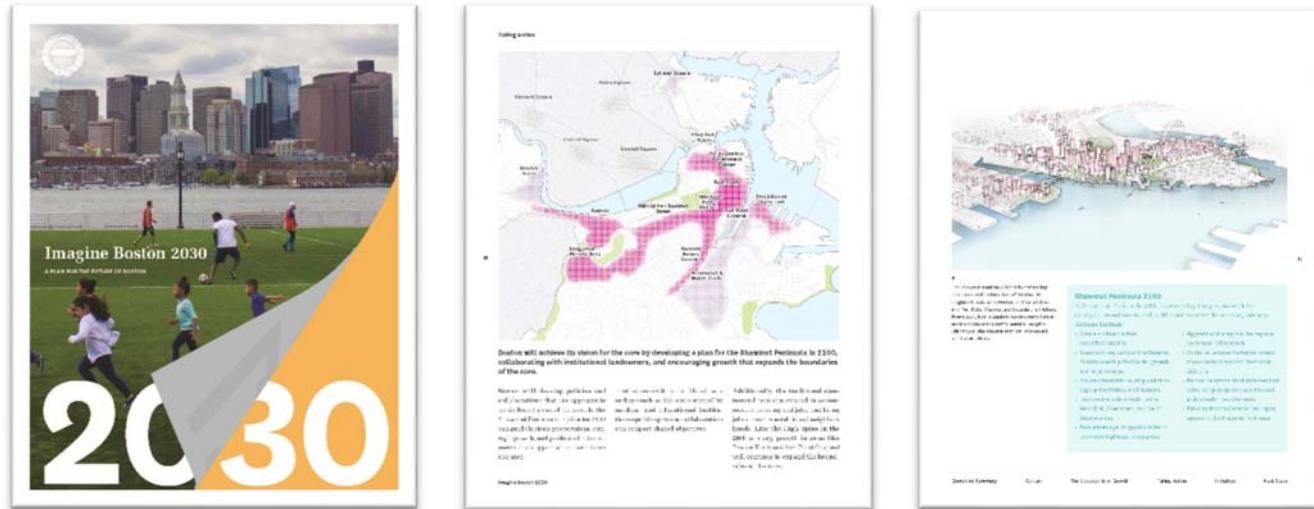
## Background

The most recent in-depth planning study completed for Downtown Boston was the Midtown Cultural District Plan (1988), which did not include the Financial District. In the intervening decades there have been other efforts to catalyze certain sub-neighborhoods or the development of program uses in Downtown, such as the Residential Development Area ("RDA") innovation (2002), the Downtown Crossing Economic Improvement Initiative [2004-2008; which led to the establishment of the City's first Business Improvement District ("BID"), the Downtown Boston BID, in 2011], the Crossroads Initiative (2004), the Greenway District Planning Study (2009), the Downtown Crossing Signage Guidelines (2011), and the Downtown BID Design Guidelines (2015). These initiatives have all attempted to provide planning guidance for various portions of the Downtown area, but none through a comprehensive lens.



*"The Steps" on Shoppers Plaza were created as one of the public benefits for the Millennium Tower in 2017.*

The seeds of these earlier plans have begun to bear considerable fruit, particularly as it relates to efforts to bring a diversity of program uses into the Downtown core. Amongst the recent development projects, there has been a noticeable shift from primarily commercial projects to those with more of a residential focus. Other changes in the area include an evolving retail landscape, which is increasingly witnessing a need for spaces with greater flexibility. Injecting a dynamic mix of uses does not come without considerable challenges, as Downtown Boston has some of the oldest historic infrastructure in the City of Boston. And while Downtown has always been a place where old meets new, where historic buildings are juxtaposed next to modern ones, new strategies are necessary in order to continue to grow, allowing for preservation alongside renewal. This study will also provide the necessary opportunity to incorporate planning for climate change, bolster resiliency efforts already underway, and provide greater specificity to how strategies might be applied throughout Downtown.



*Imagine Boston 2030 identified the need for a comprehensive planning study of the Downtown area.*

Under Mayor Martin J. Walsh, the need for a comprehensive planning study of the Downtown area was identified in Imagine Boston 2030, Boston's first citywide plan in over 50 years. As part of the Mixed-Use Core approach for growth, the plan identified an expanded Downtown area, referred to as Shawmut Peninsula 2100, where close collaboration between the City, the community, institutional, and public land owners can guide long-term planning to encourage job creation, housing growth, and enhanced walkability on strategic sites. The plan envisioned that carefully-planned infill development, thoughtful and strategic historic preservation, and continued retail revitalization, including affordable commercial space, were key to Downtown's continued success. Furthermore, it underscored the concept of a more inclusive and equitable place to live and work, through the repurposed use of existing buildings to produce new housing and office space opportunities, but accompanied by new policies and strategies to guide both public and private investment.

The need for a Downtown Planning Study was also identified as part of the City-owned 115 Winthrop Square parking garage disposition process. During this process, the City decided to pursue modifying the shadow restrictions in place for the Boston Common and Public Garden to facilitate the extraordinary public benefits that would be derived from a tower project on the site. Accordingly, a Home Rule Petition, the "Petition for a Special Law Re: An Act Protecting Sunlight and Promoting Economic Development in the City of Boston," was filed with the Boston City Council in April of 2016 to pursue these amendments.

As part of the Home Rule Petition, which the City Council approved on April 26, 2017, the City committed to conducting a planning initiative for Downtown Boston, including but not limited to the Midtown Cultural District, portions of Chinatown, and the Financial District, which aspires to provide a more predictable roadmap for future development. The Home Rule Petition was later approved by the State Legislature and signed by Governor Charlie Baker on July 28, 2017 as House Bill 3749 (Chapter 57 of the Massachusetts Legislature Acts of 2017), with the same commitment.

## Funding

The **total budget for design and construction** of the Study is **Six Hundred Thousand Dollars (\$600,000)**. Proposals must reflect the critical task of designing a project to this budget. Proposals for design should include the names, resumes, and hourly rates for those expected to perform the work and a level of effort breakdown for each task in the fee schedule. Please note any exclusions or exceptions from the fee schedule and scope of work.

## Community Outreach & Civic Engagement

Public outreach to residents, advocacy groups, and business and property owners will be managed by BPDA staff with input and assistance from the Consultant. It is envisioned that at a minimum, large-scale public meetings will be held at each milestone listed below. The composition of these meetings will be determined in conjunction with the BPDA and Consultant, and may be arranged in an open house or town hall format, depending on the topic and study phase. Meetings may be held district-wide, as well as by sub-district. Aside from public meetings, it is anticipated that other forms of creative and tactical outreach, such as pop-up events, temporary interactive signage, and “wikimapping”, to name a few, will be a part of the process. Although not specifically listed under a task below, it is anticipated that there will be elements of public engagement and communications in all tasks, particularly during Tasks 2, 3, and 4.

## Interdepartmental Working Group

An interdepartmental working group will also be formed. The interdepartmental working group will most likely meet on a quarterly or bi-monthly basis, potentially at the Cabinet level. The group would include representatives from the Office of Economic Development, Boston Transportation Department, Department of Environment, Boston Landmarks Commission, Department of Neighborhood Development, and the Public Works Department, at a minimum.

## Key Phases & Milestones

As currently envisioned, the Study will consist of the following phases and milestones, to be discussed in greater detail in Section 02.

1. Kick-off and Existing Conditions Analysis – Fall 2018 (Tasks 1 +2)
2. Establish Vision, Goals & Principles – Winter 2019 (Task 3)
3. Review Massing Options & Development Scenarios – Spring & Summer 2019 (Task 4)
4. Refinement of Massing Options & Development Scenarios – Fall 2019 (Task 5)
5. Draft Guidelines – Winter 2020 (Task 6)
6. Final Guidelines – Spring 2020 (Task 6)

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# 02 Scope of Services & Quality Requirements

## Scope of Services/Tasks

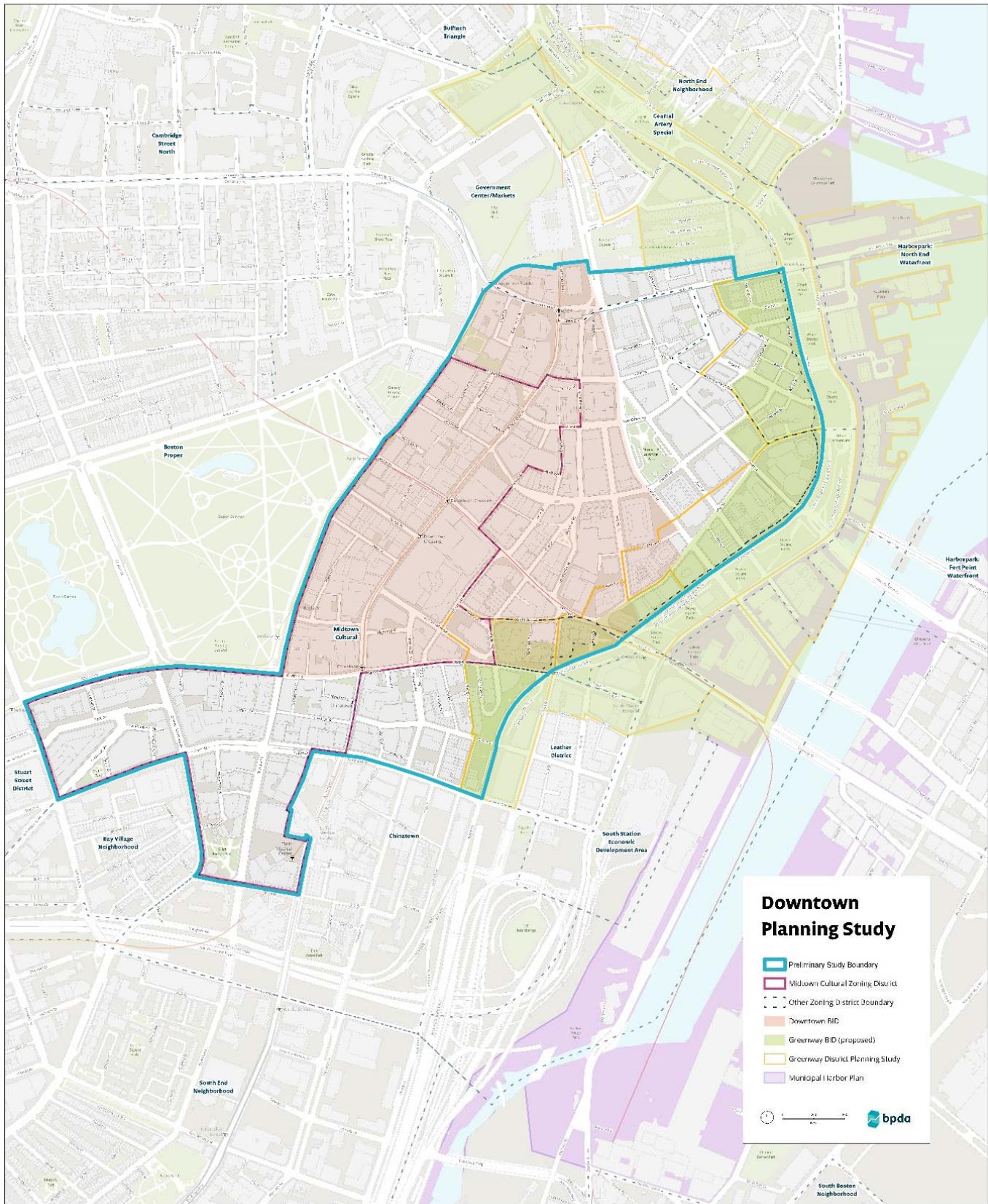
Respondent(s) are asked to review the outlined Scope of Services below and prepare a written response to the RFP that conveys their qualifications, relevant experience, how the respondent(s) would approach this project, and any proposed modifications/alterations to this Scope of Services. The successful Consultant(s) will be required to provide a full range of management and strategic skills to complete the services required.

### **Task 1: Review Proposed Study Area Boundary and Past Plans**

The Proposed Study Area Boundary (see Proposed Study Area Boundary Map on the next page for detail) includes all of the Midtown Cultural District, and is additionally bounded by Tremont Street to the west, Kneeland Street to the south, the Rose Fitzgerald Kennedy Greenway to the east, and State and Court Streets to the north (including the buildings from the Sears Crescent to 28 State Street, as well as the buildings on the northern edge of State Street to Chatham Street). It thus includes all of the Financial District and the parts of Chinatown that are currently facing severe development pressure.

**Sub-task 1.1:** Finalize Study Area Boundary and identify sub-districts.

**Sub-task 1.2:** Review Past Plans with the BPDA. This may also include review with other current and historic stakeholders, including other City departments, where appropriate.

**Downtown Planning Study Boundary Map**

*Proposed Study Area Boundary Map.*

BOSTON PLANNING & DEVELOPMENT AGENCY

**Deliverables:** The Consultant(s) will be required to engage the BPDA in bi-weekly coordination meetings. In addition to these requirements they will be expected to complete the following deliverables:

**Item 1.1:** Revised Work Plan and Schedule.



*The BPDA's new 3D smart model will be used as part of the Study.*

## **Task 2: Existing Conditions Analysis, Modeling, Mapping, and Preliminary Community Outreach**

To properly assess the existing and future possibilities for Downtown, an inventory of historical maps, recent maps from relevant planning studies (such as Imagine Boston 2030, GoBoston 2030, Climate Ready Boston, Climate Action Plan, Carbon Free Boston, Boston Creates, CTPS Core Capacity Constraints, Boston Smart Utilities, etc.), and new existing conditions maps should be compiled/generated as part of an existing conditions analysis phase. Where possible, information from these and other data sources including demographics, historic landmarks, market information, etc., should be incorporated into the 3D smart model of Downtown Boston as the foundational platform for future phases. This task should also include the identification of land use controls, various jurisdictions, easements, protections, transportation network performance, public right-of-ways, and capital projects, both active and planned. Coordination with other City departments and BPDA staff in order to generate a comprehensive list of both plans and maps will be critical at this stage. It is also important to consider atypical existing conditions mapping, some of which might only be possible in 3D (e.g. important subgrade infrastructure, ground level and building-scale illumination, an inventory of light fixtures, and land use categorized by floor). Given the compactness of Downtown Boston, the goal is to develop a highly detailed model and

set of maps and data that will facilitate future phases of the Downtown Planning Study, ongoing work by the BPDA and other City departments, and function as an important tool for stakeholder outreach.

**Sub-task 2.1:** Collect maps and data from recent planning efforts.

**Sub-task 2.2:** Perform existing conditions analysis (which will include the identification of targets established in recent Citywide initiatives) and incorporate mapping elements into existing 3D model.

**Sub-task 2.3:** Working with BPDA staff, the Consultant should begin public and stakeholder outreach with some of the information collected during this phase, in the form of information sharing and listening.

**Deliverables:**

**Item 2.1:** Existing and New Map Inventory.

**Item 2.2:** Updated 3D model.

**Item 2.3:** Summary memo that synthesizes the available data, as well as identifies gaps and additional analysis needed, if any.

### **Task 3: Develop Vision, Goals & Principles for the Future Downtown**

Building off of the framework established in the previous tasks, the Consultant should begin to generate a coordinated vision and set of goals and principles for the future of Downtown Boston.

**Sub-task 3.1:** Identify projects and/or policies from recent Citywide planning efforts that are both a priority and implementable in the short term. Identify funding mechanisms for these projects and/or policies (e.g., where multiple development projects contribute into a fund for some specific purpose).

**Sub-task 3.2:** Propose new principles/policies to guide the growth of Downtown. The team must balance area enhancement with the needs of existing residents, businesses and property.

**Sub-task 3.3:** Working with BPDA staff, the Consultant should continue public and stakeholder outreach, in the form of public meetings and other tactical outreach measures.

**Deliverables:**

**Item 3.1:** A list of Short-term Projects and/or Policies to be implemented Downtown.

**Item 3.2:** Written and graphic concepts to guide policy for the future Downtown.

### **Task 4: Study of Massing Options & Development Scenarios for the Study Area and Each Sub-district**

These tasks will involve the creative use of the existing conditions data and the Consultant Team's design expertise and experience to help create massing options and development scenarios for the Study Area. The Consultants will work closely with the BPDA staff in a charrette-like environment to help generate

development concepts. The positive and negative impacts of each option must be evaluated quantitatively and qualitatively. The combination of option generation and assessment will then be used to create a list of strategic recommendations for future developments in and around the Study Area.

**Sub-task 4.1:** Examine development opportunities in the Study Area for a 15- to 20-year time period, with special emphasis placed on:

- Preservation strategies: preserving historic structures and components within the Study Area;
- Environmental impacts (wind, daylight, shadow, groundwater, noise, etc.), particularly on open spaces and the public realm;
- Federal Aviation Administration (FAA) building height restrictions;
- Preserving established view corridors;
- Increasing access to both public and privately-owned public spaces;
- Impacts on the future transportation network;
- Skyline implications; and
- Other criteria as deemed appropriate.

This work will include an assessment of structured parking garages and other sites with a propensity for change (i.e., opportunity sites) that are likely to be redeveloped in the study timeframe, tested against each of the criteria listed above.

**Sub-task 4.2:** Propose height, density (FAR), and massing alternatives.

**Sub-task 4.3:** Recommend heights, massing, and uses for remaining development parcels and sub-districts in the Study Area. Document differences from other recent efforts.

**Sub-task 4.4:** Propose guidelines for the development parcels and sub-districts that emerge from above. This would include overall heights, massing, protected view corridors, strengthened open space/pedestrian connections, skyline considerations, etc. Guidelines should reflect study goals and principles established in the previous task.

**Sub-task 4.5:** Propose design guidelines for existing buildings. This should include guidelines for signage and illumination (at both the ground level and above), building expansions, lobby renovations, and retrofits of historic buildings.

**Sub-task 4.6:** Working with BPDA staff, the Consultant should continue public and stakeholder outreach, in the form of public meetings and other tactical outreach measures.

**Deliverables:**

**Item 4.1:** Renderings, illustrations, design studies, and diagrams depicting the future development options and scenarios for the Study Area and sub-districts.

**Item 4.2:** Summary of recommended heights, massing options, pedestrian/open space/other transportation connections, mix of uses, FAR recommendations, etc.



*The Congress Square project (left) creatively combines the historic rehabilitation of several properties with a modern expansion, allowing for additional density without harming the historic urban fabric of Downtown. At The Exchange at 100 Federal Street, a modern addition to the building's lobby (right) integrates new technology and commercial space to engage pedestrians and patrons year-round.*

## Task 5: Refinement of Preferred Massing/Development Options & Impact Analysis/Market Analysis

**Sub-task 5.1:** Assess the urban design impacts using the above framework. This shall include open space, visual and pedestrian/transportation corridors, the imagability of the City, historic resources, and other urban design concepts to define the role of the Downtown in the future experience of the City.

**Sub-task 5.2:** Assess the transportation impacts. This shall include a focus on the changing nature of mobility in Downtown. The team must examine the roadway network (including the introduction of autonomous vehicles), transportation connectivity, loading and service systems, the public transit network and facilities, the bicycle network and facilities, and the pedestrian network. The Consultant will prepare a strategy for pedestrian, vehicular, surface transit, bicycle, and service circulation. This will include an examination of traffic patterns, street directions, pedestrian and bicycle safety evaluation, as

well as opportunities for increased pedestrian activity, public transit and transit access, mobility hubs, and a new framework for parking.

**Sub-task 5.3:** Assess the environmental impacts. This shall include the typical subjects of wind, daylight, shadow, groundwater, noise, etc. Additionally, a study on adaptability to the risks associated with climate change shall be included.

**Sub-task 5.4:** Assess the opportunities for making Downtown “super sustainable,” including carbon neutral, climate-ready districts and buildings.

**Sub-task 5.5:** Provide an economic/real estate market analysis to support the proposed recommendations.

**Sub-task 5.6:** Explore the opportunity to include a density bonus in order to achieve the stated policy objectives of the study, such as the ability to create affordable or workforce housing for the 21st century as a result of these policies. This will include a review of increased opportunities for affordable residential and commercial development, which would also include an exploration of alternative housing strategies, such as co-living or compact housing units. Additionally, explore the opportunity to reintroduce mechanisms such as the Residential Development Area (RDA) zoning mechanism, or the feasibility of incorporating a Transfer of Development Rights (TDR) program (or similar concept).

**Sub-task 5.7:** Assess the potential for community benefits. Generate a list of potential public benefits and the preliminary costs associated with them.

**Sub-task 5.8:** Explore the opportunity to foster a greater sense of community within such a dense environment. This can include opportunities for new or expanded civic and cultural spaces, and should include a preliminary framework for an expanded public art program Downtown.

**Deliverables:**

**Item 5.1:** An assessment of the urban design, transportation, environmental, sustainable, economic, public benefit and civic/cultural impacts and opportunities.

## Task 6: Urban Design and Development Guidelines & Zoning Recommendations

**Sub-task 6.1:** Establish urban design and development guidelines and zoning recommendations (if needed) in order to facilitate predictable and appropriate development and community benefits.

**Sub-task 6.2:** Establish design guidelines for existing buildings. This should include guidelines for signage and illumination (at both the ground level and above), building expansions, lobby renovations, site access improvements, and retrofits of historic buildings.

**Deliverables:**

**Item 6.1:** Alternate development scenarios (2-3) for key development parcels and sub-districts as a whole. Support for how each building/site addresses the stated goals of the study should be included.

**Item 6.2:** Urban Design and Development Guidelines for preferred development scenarios (*i.e.*, opportunity sites). This should also include associated community benefits.

**Item 6.3:** Zoning recommendations for preferred development scenarios, to be incorporated into the Boston Zoning Code (if needed).

**Item 6.4:** Identification of other mechanisms that may be adopted to implement the preferred development scenarios.

**Item 6.5:** Guidelines for existing buildings.

**Item 6.6:** Associated public realm guidelines, including future curb and street use, and nighttime illumination standards.



*Streetscape improvements completed on Broad Street in the Financial District as part of the Crossroads Initiative.*

## Time of Performance

The Consultant is advised that time is of the essence with respect to the performance of the Services. The duration of this scope of services shall not exceed two (2) years. It is further required that the Consultant be available to commence the scope of services (as such may be modified in the final Contractual Agreement between the BPDA and the Consultant) immediately upon receipt of a Notice to Proceed (NTP) being issued by the BPDA. The NTP shall follow the acceptance by the BPDA of the respondent's submitted project and fee schedule.

## Deliverables

The Consultant(s) will work with the BPDA to determine the highest value deliverables for the Scope of Services. The BPDA expects the Consultant(s) to provide clear, prioritized recommendations for the Scope of Services outlined in this RFP with an implementation strategy. All deliverables will become the property of the BPDA.

## Quality Requirements

The BPDA seeks the greatest value and efficiency of study within that constraint and will be looking for a strategic, efficient and streamlined, but content-rich approach from a team of senior, experienced Consultants. The successful respondent team will be required to provide a full range of expertise in urban and land use planning, urban design, multi-modal transportation, historic preservation, engineering services to study environmental impacts, market and financial feasibility, and public outreach/community engagement to complete the tasks as described. Other specialty services not listed are welcome, as a forward-looking Downtown Planning Study should consider emerging trends as well as the current realities of a 21st century world-class city. The Consultant must be led by a Project Manager with expertise and practical experience in managing a multi-disciplinary Consultant team to a successful outcome within tight time and budgetary constraints. Prior to commencing with the "Scope of Services," the Consultant(s) should put forth an adequately detailed schedule for study. Notably, this should include a plan for involvement of staff (both Consultant and BPDA), an estimate of the amount of time required in preparation and development, a draft work plan for the entire project, and a draft schedule. Significant time and information exchange with BPDA staff should be anticipated during the first phase of the planning study.

The BPDA will be responsible for direct management of the Consultant(s). Under the direction of the BPDA Project Manager, the Consultant should expect to meet with and present its work to BPDA staff, representatives from other City departments, and other stakeholders.

Respondents are invited to amend the Scope of Services or to develop an approach within the framework of the scope that ***most efficiently accomplishes the goals of this RFP in conformance with the scope of services and meets the budget set forth by the BPDA***. All respondents should submit an itemized budget. To the extent that respondents would like to propose any amendments to the Scope of Services, these amendments should be highlighted as separate line items in the respondent's proposed Scope of Services and budget. Respondents should also indicate whether a proposed amendment is additive to, or an alternative to, items in the Scope of Services outlined herein. The BPDA will carefully consider the approaches described by respondent teams in its evaluation of the proposals.

The BPDA will be responsible for direct management of the Consultant(s). Under the direction of the BPDA project manager, the Consultant should expect to meet with and present its work to BPDA staff, representatives from other City departments, and other stakeholders.

## Consultant Experience

The selected Consultant(s) will be expected to have experience and detailed knowledge and expertise in the following areas:

- Familiarity with Boston's public realm, planning, and urban design, including historic streets, sidewalks, areaways, infrastructure, buildings, etc.;
- Excellence in market analysis, design and environmental impacts, with a proven track record integrating these three disciplines;
- Excellence in developing and implementing sustainability/climate resiliency principles and innovative thinking around developing principles of urban sustainability at a district scale;
- Graphic representation and communication of urban design, planning, and environmental concepts;
- Highly proficient in 3D modeling software to be used for scenario testing/modeling and for evaluation of environmental conditions (wind, shadow, daylight, traffic, groundwater, etc.);
- Familiarity with ArcGIS Pro, as it is anticipated that the selected Consultant will use the BPDA's new 3D smart model, working closely with the BPDA staff;
- Understanding of Boston's residential, office, and retail markets and development processes;
- Policy experience at the intersection of economic development and land use planning that can be used to create affordable retail strategies, transfer of development rights (TDR), etc., or how a similar concept might work here;
- Experience with placemaking, with a focus on public art, building, and public realm lighting and illumination;
- Understanding of emerging global trends for downtown urban environments, including appropriate infrastructure for technology, retrofit of streetscape environments to prefigure new transportation modalities, etc.;
- Experience in the creation of multi-modal transportation policies, such as congestion zones, pedestrian zones, etc.; and
- Other expertise, as appropriate.

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# 03 Proposal Submission & Evaluation

## Proposal Submission Requirements

All respondents must submit their Proposal in accordance with Massachusetts General Laws Chapter 30B, as amended. The respondents shall thoroughly examine and familiarize themselves with all parts of the RFP and its Exhibits. All Proposals shall be subject to all requirements of the RFP, including any Exhibits thereto.

Each Proposal shall include complete and detailed written responses in the order in which they are listed below.

### RFP Schedule:

Issue Date	Tuesday, May 29, 2018
Pre-Submission Conference	Wednesday, June 13, 2018
Deadline for Questions	Friday, June 15, 2018
Response to Questions	Monday, June 25, 2018
Proposals Due	Friday, July 13, 2018
Interviews	Tuesday, July 31, Wednesday, August 1 & Thursday, August 2, 2018

### RFP Submission Details:

**RFP availability:** **Tuesday, May 29, 2018** at 9:00 AM on the BPDA website: <http://www.bostonplans.org/work-with-us/rfps-rfqs-RFPs> or at the Boston Redevelopment Authority, City Hall, Room 910, One City Hall Square, Boston, MA 02201-1007 until Friday, July 13, 2018, 12:00 PM.

### Pre-Submission Conference:

Questions pertaining to this RFP should be directed to Lauren Shurtleff, Project Manager / Senior Planner & Special Assistant to the Director of Planning, by phone at (617) 918-4353 or email at [lauren.shurtleff@boston.gov](mailto:lauren.shurtleff@boston.gov). A Pre-Submission Conference will take place on Wednesday, June 13, 2018 at 2:00 PM at the Boston Planning & Development Agency, Boston City Hall, One City Hall Square, BPDA Board Room, 9<sup>th</sup> Floor, Boston, MA 02201.

### Proposal Submission Deadline

All responses to this RFP are to be submitted no later than 12:00 PM on Friday, July 13, 2018. *Absolutely no responses will be accepted after the due date and time.*

Complete submissions, including both of the separately sealed envelopes, should be addressed as follows:

TO:      Teresa Polhemus  
Executive Director/ Secretary  
Boston Planning & Development Agency  
One City Hall Square, Room 910  
Boston, MA 02201-1007

LATE SUBMISSIONS SHALL BE REJECTED.

## Proposal Format

Each respondent must submit one (1) original Proposal (without Fee Proposal), ten (10) copies (without Fee Proposal), and one (1) electronic version of the Proposal (without Fee Proposal) on one (1) portable data storage device (e.g. USB flash memory drive) in a sealed envelope no later than 12:00 PM on Friday, July 13, 2018. Each respondent must also submit one (1) original Fee Proposal and two (2) copies, using the Consultant Fee Proposal Form provided in Exhibit B2, in a separate sealed envelope no later than 12:00 PM on Friday, July 13, 2018. There will be two parts to the Proposal submission.

The first part of the Proposal ("Part One") will include the respondent's:

- Name and resume of the project manager, support staff, and sub-consultants, if applicable;
- Previous work experience;
- References;
- If applicable, the number and percentages of minorities and women, by professional level, in the respondent's workforce and indicate whether the respondent is a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE);
- A portfolio of previous work experience relevant to the Study;
- A schedule outlining Study milestones; and
- The Primary Consultant should describe the approach to the entire planning process, including the roles of the sub-consultants. Consultants should demonstrate a thorough understanding of the Scope of Services and the expertise and capacity to conduct the planning process as outlined in the scope. Respondents should address the following issues as outlined below:
  - Describe in detail how you would propose to carry out the tasks defined in Section II: Scope of Services that will best enable the BRA to obtain the desired work products;
  - For each task in the Scope of Services, describe any suggested revisions or modifications to the task description or scope, timing, and description of interim and final products, if applicable; and
  - Describe your role as the Primary Consultant, the rest of the Consultant team, the BRA, and other potential agencies or constituents, as applicable.

The second part ("Part Two") will include the respondent's fee Proposal ("Fee Proposal"). The Downtown Planning Study and the Fee Proposal shall be collectively referred to as the "Proposal."

The total budget for the Downtown Planning Study is Six Hundred Thousand Dollars (\$600,000). Proposals must reflect the critical task of the respondent's ability to deliver the Study on budget. The submitted total not-to-exceed fee should be based upon an amount equal to the respondent's proposed hourly rate for each person or job level from the respondent's staff that is relevant to the performance of services under the contract multiplied by an estimate of the level of effort the respondent expects will be required in connection with the performance of services, plus the respondent's estimated expenses. Proposals should include the names, resumes, and hourly rates for those expected to perform the work and a level of effort breakdown for each task in the fee schedule. Please note any exclusions or exceptions from the fee schedule and scope of service.

The proposal, included in a separate sealed envelope, should be labeled as follows:

FROM: Respondent's name and address  
RE: Response to the Downtown Planning Study

The fee proposal, included in a separated sealed envelope, should be labeled as follows:

FROM: Respondent's name and address  
RE: Fee Proposal for Downtown Planning Study

## Interviews

Interviews for Consultant meeting the minimum threshold criteria will take place on Tuesday, July 31, Wednesday, August 1 & Thursday, August 2, 2018, at the BPDA, One City Hall Square, 9<sup>th</sup> Floor, Boston, MA 02201 or at later dates to be determined. Interviewees will be notified by 5:00 PM on Tuesday, July 24, 2018 if they are selected for interviews on Tuesday, July 31, Wednesday, August 1 & Thursday, August 2, 2018, or at later dates to be determined. Interviews will be mandatory for any Consultants wishing to be considered for the contract award. Should the BPDA need to alter these dates, all impacted Consultants will be notified directly no fewer than five (5) days in advance.

## Additional Proposal Information

### Questions & Addenda

All general questions should be directed to Lauren Shurtleff, Project Manager / Senior Planner & Special Assistant to the Director of Planning, at [lauren.shurtleff@boston.gov](mailto:lauren.shurtleff@boston.gov). When e-mailing, "Downtown Planning Study RFP Question" should be the subject line. Every effort should be made to submit questions by Friday, June 15, 2018. Responses to questions will be distributed on/before Monday, June 25, 2018.

Answers to respondent questions will be in the form of an Addenda to the RFP and, when issued, will be posted on the BPDA website <http://www.bostonplans.org/work-with-the-bpda/rfps-rfqs-RFPs>.

The BPDA shall not be responsible for, and no respondent may rely upon or use as the basis of a claim against the BPDA, any instruction, information, explanation, clarification, or the like, concerning or relating to the RFP rendered in any fashion except as herein provided.

When any addenda are issued, all registered plan-holders will receive a copy of such addenda by email and such addenda will also be posted on the BPDA website. All such addenda shall become part of the RFP and all respondents shall be bound by such addenda, whether or not received by the respondents. No oral interpretation will be made to any respondent as to the meaning of any part of this RFP.

## **Insurance Requirements**

The Respondent shall maintain policies insuring the respondent as outlined in the Sample Contract (Section 5.)

## **Non-Collusion Affidavit**

Each respondent submitting a Proposal for any portion of the work contemplated by the RFP documents shall execute the Non-Collusion Affidavit of the respondent in the form attached as Exhibit F. Such affidavit shall be attached to their Proposal. Failure on the part of any Respondent to observe this provision shall be cause for rejection of their Proposal.

## **Certificates and Affidavits**

The respondent must certify that it has complied with all Laws of the Commonwealth of Massachusetts relating to taxes (see attached Exhibit C - Certificate of Tax and Employment Security Compliance). If respondent is a corporation, a Certificate of Good Standing with regard to the corporation issued by the Office of Secretary of State of the Commonwealth of Massachusetts, a Certificate of Good Standing issued by the Department of Revenue of the Commonwealth of Massachusetts, and evidence of corporate authority with respect to execution of the resulting Consultant contract on behalf of the Respondent, must be furnished to the BPDA as applicable, prior to the execution of a resulting Consultant contract. If respondent is a sole proprietor, a Letter of Compliance issued by the Department of Revenue of the Commonwealth of Massachusetts must be furnished to the BPDA, as applicable, prior to the execution of a Contract.

## **Withdrawal of Proposals**

Proposals may be withdrawn on written request with original signature of an authorized member of the respondent placed in the mail or hand-delivered to the BPDA prior to the time set for Proposal openings. A Proposal may be withdrawn after it has been opened only if a mistake is clearly evident on the face of the document, but the intended correct answer is not evident.

## Selection

The BPDA reserves the right to select a lead Consultant and may request substitute sub-Consultants than those named in the proposal. The BPDA reserves the right to reject any or all RFPs. The award of a contract for services requested by this RFP shall be subject to the approval of the BPDA Board.

## Evaluation and Selection Criteria

The BPDA will review all proposals in accordance with the criteria, procedures, submission requirements, and other information outlined in this RFP. After receipt of the Proposals, the BPDA may, at its discretion, interview one (1) or more respondents, during which time such respondent will have the opportunity to present its Proposal and respond to questions.

A resulting Consultant contract will be awarded to the successful Consultant based on the most advantageous proposal taking into consideration both qualifications and Fee Proposal as set forth below. Each Proposal will be initially evaluated to determine whether the respondent submitting the Proposal meets the minimum threshold requirements described below. Those respondents and the proposals of those respondents, which the BPDA has determined to have met the minimum threshold requirements, will then be evaluated according to the evaluation criteria described in subsections below.

## Minimum Threshold Requirements

All proposals shall be evaluated on the basis of the following criteria:

- Whether proposals include all required documentation and meet the submission deadline.
- Adequate financial resources to ensure ability to complete the project.
- Demonstration by applicant of adequate insurance and an appropriate risk management strategy.
- Compliance, to be determined by the BPDA, with all applicable statutes governing conflict of interest.

## Comparative Evaluation Criteria

The respondents that meet all minimum threshold requirements above will be evaluated using ratings that determine the responsiveness of the Proposal and the ability of the respondent to perform the work.

1. Consultant Team
2. Qualifications and Experience
3. Content
4. Allocation of Resources and Schedule

To each of the evaluation criterion, a rating of **highly advantageous**, **advantageous**, or **not advantageous** will be assigned. These ratings will be used to assign a composite rating to each Proposal evaluated. The following is a description of the ratings for each category of criteria:

## Criteria Rating Description

### 1. Consultant Team

#### a. Project Manager Qualifications

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has assigned a highly qualified project manager and other key personnel to this project.

ADVANTAGEOUS when it has been determined that the respondent has assigned a qualified project manager and other key personnel to this project.

NON-ADVANTAGEOUS when it has been determined that the respondent has assigned an unqualified project manager and other key personnel to this project.

#### b. Experience of Project Team Members

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has selected a team optimal in size and skill for the Study with significant experience in relevant projects and planning initiatives.

ADVANTAGEOUS when it has been determined that the respondent has selected a team appropriate in size and skill for the Study that with some experience in relevant projects and planning initiatives.

NON-ADVANTAGEOUS when it has been determined that the respondent has selected a team inappropriate in size and skill for the Study that with no experience in relevant projects and planning initiatives.

#### c. Involvement of Firm Principals

HIGHLY ADVANTAGEOUS when it has been determined that the respondent shows extensive hand-on involvement in the past of firm principals with similar projects and planning initiatives.

ADVANTAGEOUS when it has been determined that the respondent shows hand-on involvement in the past of firm principals with similar projects and planning initiatives.

NON-ADVANTAGEOUS when it has been determined that the respondent shows little or no hands-on involvement in the past of firm principals with similar projects and planning initiatives.

d. Local Knowledge

HIGHLY ADVANTAGEOUS when the respondent shows strong familiarity with Boston architectural history and context, public realm, planning, urban design, and infrastructure, as well as an understanding of Boston's residential, office, retail markets and development processes, specifically within the Downtown.

ADVANTAGEOUS when the respondent shows some familiarity with Boston architectural history and context, public realm, planning, urban design, and infrastructure, as well as an understanding of Boston's residential, office, retail markets and development processes, though not necessarily within the Downtown.

NON-ADVANTAGEOUS when the respondent shows no familiarity with Boston architectural history and context, public realm, planning, urban design, and/or infrastructure, nor an understanding of Boston's residential, office, retail markets and development processes.

e. Team Diversity

HIGHLY ADVANTAGEOUS when the Consultant consists of a diverse mix of firms and professionals that includes Boston residents, MBEs, and/or WBEs.

ADVANTAGEOUS when the Consultant contains some firms and professionals that include Boston residents, MBEs, and/or WBEs.

NON-ADVANTAGEOUS when the Consultant does not consist of a diverse mix of firms and professionals that includes Boston residents, MBEs, and/or WBEs.

## 2. Qualifications and Experience

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has demonstrated experience and excellence in a) market analysis, design and environmental impacts, with a proven track record integrating these three disciplines; b) developing and implementing sustainability/climate resiliency principles; c) graphic representation and communication of urban design, planning, and environmental concepts; d) the use of 3D modeling software; e) the development of urban economic, land use, placemaking, and multi-modal transportation policies and strategies; e) understanding global trends for downtown urban environments; and f) experience working with public sector clients, community-based organizations, institutions and business owners in a public participation process.

ADVANTAGEOUS when it has been determined that the respondent has some experience in a) market analysis, design and environmental impacts, with a proven track record integrating these three disciplines; b) developing and implementing sustainability/climate resiliency principles; c) graphic representation and communication of urban design, planning, and environmental concepts; d) the use of 3D modeling software; e) the development of urban economic, land use, placemaking, and multi-modal transportation policies and strategies; e) understanding global trends for downtown urban environments; and f) experience working with public sector clients, community-based organizations, institutions and business owners in a public participation process.

NON-ADVANTAGEOUS when it has been determined that the respondent has limited or no experience in a) market analysis, design and environmental impacts, with a proven track record integrating these three disciplines; b) developing and implementing sustainability/climate resiliency principles; c) graphic representation and communication of urban design, planning, and environmental concepts; d) the use of 3D modeling software; e) the development of urban economic, land use, placemaking, and multi-modal transportation policies and strategies; e) understanding global trends for downtown urban environments; and f) experience working with public sector clients, community-based organizations, institutions and business owners in a public participation process.

### 3. Approach to Process and Management

HIGHLY ADVANTAGEOUS when it has been determined that the proposal: a) presents well-articulated guiding principles and philosophy that will govern the Consultant's work as a team leader and content generator b) outlines a well-conceived and organized work plan to meet goals and milestones outlined in the RFP; c) details a well-articulated organizational structure and protocols to govern communication and coordination.

ADVANTAGEOUS when it has been determined that the proposal: a) presents sufficient guiding principles and philosophy that will govern the Consultant's work as a team leader and content generator b) outlines a work plan to meet goals and milestones outlined in the RFP; c) details an organizational structure and protocols to govern communication and coordination.

NON-ADVANTAGEOUS when it has been determined that the respondent has: a) not shown an understanding of the scope of services as demonstrated by the respondent's creative approach to this RFP; b) not presented an organized work plan; c) not recommended and incorporated additional and innovative work items which are ancillary/supplemental to the scope of services.

### 4. Content

HIGHLY ADVANTAGEOUS when it has been determined that the respondent's approach to the project includes: a) an understanding and acknowledgement of the architectural, historic, civic, cultural, and infrastructural importance of Downtown; b) a desire to examine the preservation,

enhancement, and growth of the Downtown area in order to balance growth and livability; and c) an innovative approach to addressing these themes.

ADVANTAGEOUS when it has been determined that the respondent's approach to the project includes: a) an understanding and acknowledgement of the architectural, historic, civic, cultural, and infrastructural importance of Downtown; b) a desire to examine the preservation, enhancement, and growth of the Downtown area in order to balance growth and livability; and c) an innovative approach to addressing these themes.

NON-ADVANTAGEOUS when it has been determined that the respondent's approach to the project fails to include: a) an understanding and acknowledgement of the architectural, historic, civic, cultural, and infrastructural importance of Downtown; b) a desire to examine the preservation, enhancement, and growth of the Downtown area in order to balance growth and livability; and c) an innovative approach to addressing these themes.

## 5. Allocation of Resources and Schedule

HIGHLY ADVANTAGEOUS when it has been determined that the proposal: a) allocates significant resources to priority work items; and contains a highly realistic and detailed work schedule to complete the tasks described in the scope of services; b) outlines a proposed staffing plan that strongly demonstrates the Consultant ability to meet the BPDA's preference for a regular and consistent Boston presence; c) demonstrates a manageable commitment to other work projects.

ADVANTAGEOUS when it has been determined that the proposal: a) allocates sufficient resources to priority work items; and contains an adequate work schedule to complete the tasks described in the scope of services. b) outlines a proposed staffing plan that demonstrates the Consultant ability to meet the BRA's preference for a regular and consistent Boston presence; c) demonstrates a manageable commitment to other work projects.

NON-ADVANTAGEOUS when it has been determined that the proposal: a) allocates insufficient resources to priority work items; and does not contain an adequate work schedule to complete the tasks described in the scope of services. b) outlines a proposed staffing plan that does not demonstrate the Consultant ability to meet the BRA's preference for a regular and consistent Boston presence; c) does not demonstrate a manageable commitment to other work projects.

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## RFP Checklist

***Please note: This checklist is provided for the respondent's convenience only. Respondents are urged to read the RFP Documents carefully and use this form as an aid in the preparation of their Proposals.***

1. Proposal Part One – respondent must submit one (1) original Proposal (without Fee Proposal), ten (10) copies (without Fee Proposal), and one (1) electronic version of the Proposal (without Fee Proposal) on one (1) portable data storage device (e.g. USB flash memory drive) in a sealed envelope marked “your company name, Downtown Planning Study.”, which includes:
  - a. The Statement of Respondent Qualifications has been completed in full and signed by the Proposer ([Exhibit A](#));
  - b. Completed Request for Proposal Form ([Exhibit B1](#));
  - c. Company information has been provided (following signature section on Request for Proposal Form), including Certificate of Authority if necessary;
  - d. The information requested in the Statement of Tax Compliance has been completed, signed and notarized ([Exhibit C](#));
  - e. Non-Discrimination and Affirmative Action ([Exhibit D](#)) has been signed;
  - f. Certificate of Compliance with Laws ([Exhibit E](#)) has been completed and signed; and
  - g. The Non-Collusion Affidavit ([Exhibit F](#)) has been completed and signed.
2. Proposal Part Two - The Proposal Fee ([Exhibit B2](#)) is signed by an authorized representative of the respondent and submitted under separate cover and in a sealed envelope marked “your company name FEE PROPOSAL - Downtown Planning Study.”

# 04 Rule for Awards

Immediately following the Proposal submission deadline, all Proposals will be opened and the names of respondents will be read aloud. All Proposals will be reviewed and will be subject to the criteria, procedures, submission requirements, and other restrictions described in this RFP.

## Rule for Award

The contract for the Plan will be awarded to the most advantageous Proposal taking into consideration both qualifications and Fee Proposal as outlined in the RFP. The successful respondent will be deemed, in the opinion of the selection committee, to be the most responsive and responsible respondent, taking into consideration the reliability of the respondent, the quality of the services proposed to be supplied, and their conformity with the Scope of Services.

The BRA Board will by vote authorize the Director to execute the resulting Consultant contract with the awarded respondent in substantially the form attached hereto as Section 5 and made a part of this RFP. The award of this contract is subject to the approval of the BRA Board.

If the respondent selected fails to execute the contract in the form included in the RFP in such number of copies as the BPDA may require, the award may be made to the next most advantageous Proposal taking into consideration both qualifications and Fee Proposal as outlined in the RFP or re-advertise for the RFP.

## Contract

The BPDA intends to enter into a contract with the Consultant specifying tasks deliverables and procedures for refining the work plan as the project proceeds. Prior to work commencing, the BPDA will issue a Notice to Proceed to the successful Consultant.

By submitting a Proposal in response to this RFP, the respondent agrees that if the BPDA selects such respondent to perform the work, the respondent will, upon such selection, execute a contract in substantially the form attached hereto in Section 5. Execution of the contract will be contingent on availability of funds. If any respondent believes that any provision in the attached sample contract requires modification or is otherwise unacceptable to the respondent, such respondent should so indicate in the response to this RFP. Otherwise, the terms of the attached contract, in its entirety, will be assumed to be acceptable.

Consultants to the BPDA are deemed special municipal employees and are required to abide by such a designation as set forth by law. The selected Consultant shall be expected to assemble a project team in compliance with such "special municipal employee" status.

## Rejection of Proposals and Other Award Procedures

1. The BPDA reserves the right to postpone or withdraw this RFP; to accept or reject any and all proposals; to modify or amend the terms of this RFP prior to the receipt of proposals or to waive any requirement of this RFP with respect to all respondents; to hold discussions regarding the terms of any proposal received in response to this RFP; all as the BPDA may deem to be in the best interest of the BPDA and/or the City of Boston.
2. Any and all costs incurred by any respondent in responding to this RFP or in otherwise developing proposals are entirely the responsibility of such respondent and shall not be reimbursed in any manner by the BPDA.
3. Execution of a contract between the BPDA and the selected Consultant will be contingent on the availability of funding.
4. The BPDA shall not have any liability to any respondent except pursuant to the terms of a written contract duly executed and delivered by the BPDA and such respondent.
5. All proposals and other documents and materials submitted by a respondent in support of its proposal shall be retained by the BPDA and become the property of the BPDA. The Consultant will submit a reproducible and digital copy of all maps, graphic slide presentations, surveys and photographs to the BPDA. Hard copies of presentation materials, such as display boards, slides, videos, etc., shall be submitted to the BPDA and/or retained by the Consultant and available to the BPDA for a minimum of two (2) years.
6. The provisions of this RFP are severable and if any provision or provisions shall be determined to be illegal or invalid by a court of competent jurisdiction, such determination shall not impair or otherwise affect any other provision of this RFP.
7. The selection of the Consultants is subject to the approval by the BPDA Board.
8. The final selection of all sub-consultants shall be subject to prior review and written agreement by the BPDA's Director. The BPDA reserves the right to amend the sub-consultant selection at its discretion in consultation with the selected Consultant.

The provisions of this RFP are severable and if any provision or provisions shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of the RFP.

Having satisfied all conditions to award as set forth elsewhere in this RFP, the successful Consultant shall, simultaneous with the execution of the Parking Contract, furnish evidence of obtaining the required insurance

## Equal Employment Opportunity

Attention of Proposal is particularly called to the law for ensuring that employees and respondents for employment are not discriminated against because of their race, color, religion, sex, sexual orientation or national origin.

**Massachusetts Public Records Law**

Proposals and other documents submitted in connection with this RFP may be subject to Massachusetts Public Records Law regarding public access to document. Statements or endorsements contained in such RFP's or other documents that are inconsistent with such law are of no effect.

# 05 Sample Contract

## CONSULTANT CONTRACT

This Consultant Contract (the "Contract") is made as of this \_\_\_\_ day of \_\_\_\_, 20 \_\_ by and between the Boston Redevelopment Authority ("BRA") d/b/a the Boston Planning and Development Agency ("BPDA") (the "Authority") and \_\_\_\_\_(the "Consultant"). The Authority and the Consultant hereinafter sometimes are referred to, individually, as a "Party" and collectively, as "Parties".

In consideration of the following mutual consents and undertakings herein set forth, each Party agrees as follows:

### I. SCOPE OF SERVICES

A. Description of Services. The Consultant, by and through its staff and approved Sub-consultant(s), shall be responsible for coordinating and completing the services set forth in Exhibit A attached hereto and incorporated herein as a part hereof.

B. Changes to Scope of Services. The Authority's Authorized Representative may at any time, by written notice, make reasonable and non-substantial changes within the general scope of this Contract in the tasks to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Contract, an equitable adjustment shall be made in the compensation to be paid under this Contract and this Contract shall be amended in writing accordingly, such change must be approved by the Authority's Director. Any claim for adjustment under this Section I.B. must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change.

C. Performance Standards. The Consultant agrees that the services provided hereunder shall conform to professional standards of care and practice customarily expected of like firms engaged in performing comparable work, that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and that the recommendations, guidance and performance of such personnel shall reflect such standard of professional knowledge and judgment.

### II. COMPENSATION

A. Amount of Payment. Except as provided in Section VI.A of this Contract, the Consultant shall be paid as follows for the performance of the services set forth in Section II of this Contract and described in Exhibit A, attached hereto and incorporated as a part hereof:

1. For all services performed, either by the Consultant or by Sub-consultants, in execution of the work described in Exhibit A, the Consultant shall be paid an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars \$ \_\_\_\_\_.) as more particularly set forth in Exhibit B attached hereto and incorporated as a part hereof. This amount includes all fees, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all Consultant and/or Sub-consultant(s) charges arising under this Contract and all reimbursable expenses.
2. For all services performed, either by the Consultant or by Sub-consultant(s), the Consultant shall be paid not more than once a month upon the Authority's approval of the Consultant's monthly statements submitted in accordance with Section II.B hereof. The amount paid each month shall equal the sum of: (i) the product of the number of hours worked by the Consultant and/or any Sub-consultant(s) performing services under this Contract during the prior month and the hourly rate of service set forth in Exhibit B attached hereto and incorporated as a part hereof; plus (ii) the amount of reimbursable expenses incurred by the Consultant and/or any Sub-consultant(s) during the prior month and approved by the Agency as reimbursable.

B. Monthly Statements. Not later than the fifteenth (15<sup>th</sup>) day of each month during the term of this Contract, the Consultant shall submit to the Authority a monthly statement detailing all Services rendered and all reimbursable expenses incurred during the prior month. The Consultant's monthly statements shall be in such detail, as the Authority may reasonably require, to show the identification of the personnel performing services, their classifications and hours worked, and the detailed nature and extent of services performed. As part of the monthly statements, the Consultant shall also submit a statement detailing all services rendered by Sub-consultants and all reimbursable expenses incurred by Sub-consultant(s) during the prior month, if any, in such detail as the Authority may reasonably require to identify Sub-consultants and the personnel performing services, their classifications, hourly rates and hours worked, and the expenses for which Sub-consultant(s) request reimbursement.

C. Retention of Records and Audit Rights. The Consultant shall keep records for a period of three (3) years, and shall cause its Sub-consultant(s) to keep records for a period of three (3) years, pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Authority may require. The Authority shall have the right to inspect, review or audit, in conformity with acceptable auditing standards, the accounts, books, records and activities of the Consultant and all Sub-consultant(s) necessary to determine compliance by the Consultant with the provisions and requirements of this Contract and the laws of the Commonwealth of Massachusetts.

### III. TIME OF PERFORMANCE

A. The Consultant acknowledges that time is of the essence in performing the services hereunder.

B. The Consultant, by and through its staff and approved Sub-consultant(s), shall be responsible for completion of the services set forth in Exhibit A in accordance with the timetables described in Exhibit A, including without limitation, the completion of \_\_\_\_\_ by no later than \_\_\_\_\_, and

a \_\_\_\_\_ within \_\_\_\_ ( ) months after execution of the contract with the BPDA, but in no event later than <DATE>.

#### IV. SUBCONSULTANTS

In furtherance of this Contract, the Authority and the Consultant recognize that Sub-consultant(s) shall be necessary to conduct specific tasks with regard to elements of the services to be performed under this Contract. The final selection of all Sub-consultant(s) shall be subject to prior review and written approval by the Authority's Director. The Consultant agrees to contract directly with the Sub-consultant(s) in accordance with the terms and conditions of this Contract. The Consultant shall manage and coordinate the services and products of any and all Sub-consultant(s), and shall be responsible for overall management, coordination and information integration of all services set forth herein.

#### V. TERM

The term of this Contract shall commence on \_\_\_\_\_, 20\_\_ and terminate on \_\_\_\_\_, 20\_\_, unless sooner terminated by the Authority in accordance with this Contract; provided, however, that the Authority may, at its election and in its own discretion, extend the terms of this Contract for an additional period of ninety (90) days.

#### VI. TERMINATION

A. Contract. The Authority, by and through written notice from its Director, may terminate this Contract as follows:

1. On fourteen (14) days' notice, without cause; or

2. On seven (7) days' notice if the services to be performed under this Contract shall be canceled or abandoned by the Authority; or if the Contract or any part thereof shall be assigned without the prior written consent of the Authority's Director; or if the Consultant shall violate any of the provisions of this Contract or fail to perform, keep or observe any of the terms, covenants or conditions herein contained; or if the Consultant abandons in whole or in part its services, or becomes unable to perform its services; or if the Consultant fails to perform services in a timely and workmanlike manner; provided, however, that the Consultant shall not be in default if any such failure to perform or make progress arises out of causes beyond its control and through no fault or negligence of its own. In the event of such termination, the Authority may procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the Authority may have.

B. Termination of Sub-consultant(s) Contracts. Consistent with the procedure set forth in Sections VI.A (1) and VI.A (2) of this Contract, in the event this Contract shall be terminated, the Consultant shall cause all Sub-consultant(s) Contracts, which it has entered into under this Contract, to be terminated.

**C. Procedures Upon Termination.** In the event of termination of this Contract, the Consultant shall promptly deliver to the Authority all documents produced under this Contract by the Consultant or Sub-consultant(s) prior to its termination. In the event of termination, the Consultant and Sub-consultant(s) shall be compensated in accordance with Section II for all work performed until the effective date of termination.

## VII. ADDITIONAL TERMS AND CONDITIONS

**A. Records, Documents, Plans and Drawings.** All records and documents prepared pursuant to this Contract shall be considered the property of the Authority and shall be delivered to the Authority's custody upon completion of the work or upon request in writing by the Authority's Director, and in any event no later than sixty (60) days after the termination of this Contract unless such time limit shall be extended in writing by the Authority's Director. Any plans or drawings are the property of the Authority, and shall be of the size and quality established by the Authority. Except as required for the discharge of its duties to the Authority under this Contract, no plans, sketches, drawings or other renderings or documents shall be released or disclosed by the Consultant to any other person without the prior written approval of the Authority's Authorized Representative and/or the Authority's Director.

**B. Authority's Authorized Representative.** The Authority's Project Manager and/or any other staff member set forth in a written notice from the Authority's Director to the Consultant, is/are hereby designated as the "Authority's Authorized Representative".

**C. Insurance.** The selected Consultant will be required to maintain at least One Million Dollars (\$1,000,000) in project specific liability insurance coverage from a reputable insurance company. Said liability policy shall be reasonably satisfactory to the Authority and shall include coverage for all releases that arise out of or are exacerbated by the acts or omissions of the selected Consultant and/or the Consultant's Sub-consultant(s). In addition, the selected Consultant (i) shall maintain at least One Million Dollars (\$1,000,000) in Professional Liability Insurance and (ii) will be subject to the standard insurance requirements of the Authority. The Consultant shall cause all Sub-consultant(s) under this Contract to carry similar insurance coverage as well as any other insurance coverage as the Authority may from time to time direct. Evidence of such insurance coverage shall be provided to the Authority.

**D. Indemnification.** The Consultant, at its expense, shall defend and indemnify and hold harmless the Authority, its members, directors, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys fees, to the extent arising out of or resulting from any action by the Consultant and anyone employed by it, including Sub-consultant(s) and their employees, in the performance of this Contract. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority, which would otherwise exist. The Authority shall give the Consultant prompt and timely notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification hereunder. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance contained in this Contract.

E. Independent Consultant The Consultant is engaged under this Contract as an independent Consultant and not as an agent or employee of the Authority.

F. Non-Discrimination and Affirmative Action/Compliance With Laws. The Consultant shall RFP by and conform with the non-discrimination and affirmative action provisions set forth in Exhibit D attached hereto and incorporated as a part hereof. The Consultant shall also complete and sign the Certificate of Compliance with Laws set forth in Exhibit E attached hereto and incorporated as a part hereof.

G. No Waiver. Any failure by the Authority to assert its rights for or upon any default of this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder. The Authority's review, approval, acceptance or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and the Consultant shall be and remain liable to the Authority for all damages incurred by the Authority as a result of the Consultant's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of the Authority provided for under this Contract are in addition to any other rights or remedies provided by the law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counterclaim either during or after performance of this Contract.

H. Limited Liability of Authority. Except as provided in Section I.B of this Contract, in no event shall the total liability of the Authority in connection with this Contract exceed the Maximum Amount provided for under Section II hereof. In no event shall the Authority be liable to the Consultant for damages for loss resulting from causes beyond the reasonable control of the Authority and in no event shall the Authority be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

I. No Personal Liability. No member or employee of the Authority shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Contract or because of any breach thereof. No member or employee of the Consultant shall be charged personally or held contractually liable by or to the Authority under any term or provision of this Contract or because of any breach thereof, for any action performed within the Consultant's scope of services and authority under this Contract.

J. No Employment of Authority Personnel. During the term of this Contract, the Consultant shall not employ on a full-time or part-time basis, any person so long as such person shall be employed by the Authority.

K. Special Municipal Employment. In accordance with M.G.L. c. 121B, Section 7, third paragraph, as amended, for purposes of the Commonwealth of Massachusetts Conflict of Interest Law, M.G.L. c. 268A, as amended, the Consultant shall be deemed to be a "special municipal employee" and is subject to applicable provisions of the Conflict Interest Law.

L. Assignment. This Contract, any duties hereunder or interest herein, may not be assigned or delegated by the Consultant without the prior written approval of the Authority's Director.

M. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

N. Severability. If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

O. Construction.

1. This Contract shall be the entire, full and complete agreement between the Parties concerning the subject matter hereof and shall supersede all prior agreements. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the Parties that are not embodied herein. No amendment, change or variance of or from this Contract shall be binding on either Party unless agreed to in writing signed by both of the Parties.

2. The headings appearing at the beginning of each paragraph of this Contract are for convenience only and do not define, limit or construe the contents of any such paragraph. Whether expressly indicated or not, the singular usage includes the plural, and the neuter usage includes the masculine or the feminine or both the masculine and feminine. This Contract may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Contract.

P. Assignment. It is acknowledged and agreed that the Consultant's services under this Contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

Q. Key Persons. \_\_\_\_\_ of the Consultant's firm shall serve as Project Executive Director pursuant to the terms of this Contract and \_\_\_\_\_ of the Consultant's firm shall serve as the Project Manager. Reassignment of either or both of these key persons will require written agreement of the Parties.

**IN WITNESS WHEREOF,** this Contract is executed in four (4) counterparts as of the day and year first written above:

**BOSTON REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Brian P. Golden, Director

**Approved as to Form:**

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E. Renee LeFevre

General Counsel  
Boston Planning & Development Authority

**CONSULTANT**

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

## 06 List of Exhibits to Request for Proposals

Exhibit 1:	Scope of Services
Exhibit A:	Statement of Respondent Qualifications
Exhibit B1:	Request for Proposal Form
Exhibit B2:	Fee Proposal
Exhibit C:	Certificate of Tax, Employment Security, and Child Care Compliance
Exhibit D:	Non-Discrimination and Affirmative Action
Exhibit E:	Certificate of Compliance with Laws
Exhibit F:	Non-Collusion Form

# Exhibit A Statement of Respondent Qualifications

Name of respondent: \_\_\_\_\_

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

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

FID No.: \_\_\_\_\_

How many years has your organization been in business as a Consultant under your present business?

Consultant \_\_\_\_\_ ;

Indicate the class or classes of work and the number of years your organization has experience in:

## Class of Work

## Number of years

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Is your organization pre-qualified by any other agencies? \_\_\_\_\_  
If so, please indicate below:

List the principal officers of the organization and experience:

Name	Present Position	Years of Experience	Magnitude (in Dollars) and Class (See Item 3)	Capacity During Said Experience
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Indicate the project manager you intend to assign to this project and their experience especially relative to this project:

Project Manager Name: \_\_\_\_\_ Yrs. Exp.: \_\_\_\_\_

Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever done work under another name(s)? If so, please indicate prior name(s) and address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, reason therefore and bonding company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a contract handled in their own name? If so, state name of individual, name of BPDA, reason therefore and bonding company:

List below all the projects (limited to 8) similar in type and magnitude to this Project completed within the last 5 years along with BPDA's contact or representative:

Contract Amount	Class of Work	When Completed	Location	Name and Number of BPDA or Representative	Telephone

List below all the contracts you have on hand:

Contract Amount	Contract Amount Remaining	Class of Work	Percent Complete	Completion Date	Location	Name and Phone # of BPDA or Rep

Have you ever failed to complete any service awarded to you? \_\_\_\_ If so, where and why?

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Did you complete your last three contracts per the original contract duration? If not, why?

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Indicate the bank(s) and associated loan officers your organization does business with:

Bank	Contact	Telephone

Credit Available: \_\_\_\_\_

In what other lines of business are you financially interested?

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the BPDA? \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the BPDA in verification of the recitals comprising this Statement of Respondent's Qualifications.

Dated at \_\_\_\_\_ (AM/PM) this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name of Respondent: \_\_\_\_\_

State of \_\_\_\_\_ By: \_\_\_\_\_

County of \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is

\_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES:

(Affix Notary Seal Here)

# Exhibit B1 Request for Proposals Form

**Respondent:** \_\_\_\_\_

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**To the BPDA**, the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA");

This RFP includes addenda numbered: \_\_\_\_\_

FEE PROPOSAL: Fill out all prices and amounts in ink which shall be entered in writing and in figures.

FEE PROPOSAL

**The "FEE PROPOSAL" is:** Dollars: \$\_\_\_\_\_

Words: \_\_\_\_\_

Schedule of FEE PROPOSAL

Subdivision/calculation of the FEE PROPOSAL:

The awarded contract will be for two (2) years. Please provide pricing as indicated in the Fee Proposal referenced hereto and incorporated herein.

## A. HOURS

1. Business Hours: Normal business hours are Monday through Friday, inclusive, 9 AM to 5 PM. Holidays are days observed by the U.S. Post Office (National Holidays).
  2. Billable Hours: The BPDA will pay for only those hours spent at the location. Thus, the hourly rate that the Consultant RFPs should include all expenses associated with performing the necessary work, including travel time.
- B. The undersigned respondent agrees that, if he or she is selected as Consultant, he or she will within five (5) business days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the BPDA either by mail or delivery, execute in quadruplicate the resulting contract with the BRA in accordance with the terms of this RFP.
- C. The undersigned respondent certifies under penalties of perjury that this RFP is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

- D. The undersigned respondent represents that this RFP is made without connection of any kind with other respondents for the same work, that the undersigned is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or corporation, that no other person or corporation has any interest in the profits of the contract, that the undersigned has read the contract documents attached hereto and is fully informed in regard to all provisions thereof.
- E. The names and addresses of all persons interested in this Proposal, as principals other than the undersigned, are as follows:

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- F. The respondent is a (an) \_\_\_\_\_  
Choose one: Individual Partnership Corporation Joint Venture Trust

1. If respondent is a Partnership, state names and residential addresses of all partners:

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2. If respondent is a Corporation, state the following:

Corporation is incorporated in the State of: \_\_\_\_\_

President is: \_\_\_\_\_

Treasurer is: \_\_\_\_\_

Place of business is: \_\_\_\_\_

(Street, City, State and zip code)

3. If the respondent is a Foreign Corporation, also state the following:

The Power of Attorney was filed on:

The Certificate and copy of its Charter, Articles or Certificate of Incorporation were filed on:

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4. If the respondent is a Joint Venture, state the names and business addresses of each person, firm or company that is party to the venture:

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A copy of the joint venture agreement is on file at: \_\_\_\_\_ and will be delivered to the BPDA on request.

5. If the respondent is a Trust, state the names and residential addresses of all Trustees:

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The Trust documents are on file at:

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A copy of the same will be delivered to the BPDA on request.

- G. Bank Reference: \_\_\_\_\_  
Name and phone # \_\_\_\_\_
- H. If the business is conducted under any title other than the real name of the BPDA, state the time when, and place where, the certificate required by General Laws, c. 110, s. 5, was filed:  
\_\_\_\_\_
- I. The Federal Social Security Identification Number of the respondent (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:  
\_\_\_\_\_

J. CONSULTANT INSURANCE REQUIREMENTS

It is the desire of the BPDA for the selected respondent to possess insurance in the types and limits specified in the Contract Documents (see **Section 5-Sample Contract**.) Respondents not possessing the required insurance and/or limits shall attach additional sheets fully describing their coverage. The respondent shall provide sample "Certificates of Insurance" as part of this RFP package and effective "Certificates of Insurance" upon notification of contract award. Said certificates shall name the "Boston Redevelopment Authority" as "An Additional Insured".

Description of Consultant's Proposed Liability Insurance:

Name of Current Insurance Firm \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_

Description of Coverage and Limits Provided By Policy:  
\_\_\_\_\_  
\_\_\_\_\_

Policy Period: \_\_\_\_\_

The undersigned respondent offers the following information as evidence of their qualifications to perform work as RFP upon according to all requirements of the plans and specifications:

Have been in business under present business name \_\_\_\_\_ years.

Ever failed to complete any work awarded (*if yes, attach descriptive account*).

DATE:		
RESPONDET	BUSINESS ADDRESS:	
(Company name)	BUSINESS TELEPHONE:	
BY:	FAX NUMBER:	
(Authorized signature)	CELL PHONE:	
HAVE ANSWERING SERVICE?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

NOTE: For the purposes of executing the RFP please note the following:

1. This RFP must bear the written signature of the respondent.
2. If the respondent is an individual doing business under a name other than his own name, the RFP must so state, giving the address of the individual.
3. If the respondent is a partnership, the RFP must so state, setting forth the names and addresses of all partners, and must be signed by a partner designated as such.
4. If the respondent is a corporation, the proposal must bear the seal of the corporation and must be signed by a duly authorized officer or agent of such corporation.
5. If the price of any item appears to the BRA to be abnormally high or low, or the respondent neglects to RFP on each and every item, it may be cause for the rejection of the RFP.

# Exhibit B2 Fee Proposal

**This form must be submitted in a separate sealed envelope labeled FEE PROPOSAL and addressed as follows:**

Boston Planning & Development Agency  
 Boston City Hall  
 One City Hall Square, Room 910  
 Boston, MA 02201-1007  
 ATTN: Ms. Teresa Polhemus  
 Executive Director/Secretary

SUBMITTED BY:

RESPONDENT'S AUTHORIZED REPRESENTATIVE	
FIRM	
ADDRESS	
TELEPHONE / FAX	

**Fee Breakdown**

Task 1 - Review Proposed Study Area Boundary and Past Plans	\$ _____
Task 2 - Existing Conditions Analysis, Modeling, Mapping, and Preliminary Community Outreach	\$ _____
Task 3 - Develop Vision, Goals & Principles for the future Downtown	\$ _____
Task 4 - Study of Massing Options & Development Scenarios for the Study Area and each Sub-district	\$ _____
Task 5 - Refinement of Preferred Massing/Development Options & Impact Analysis/Market Analysis	\$ _____
Task 6 - Urban Design and Development Guidelines & Zoning Recommendations	\$ _____
Hourly Rates and Other Charges	\$ _____
<b>Total Fee Proposal</b>	\$ _____

# Exhibit C Certificate of Tax, Employment Security, and Child Care Compliance

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, I

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(Name)

(Title) \_\_\_\_\_ (Name of Consultant)

whose principal place of business is located at \_\_\_\_\_  
\_\_\_\_\_, do hereby certify that:

- A. The above-named Consultant has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.
- B. The above-named Consultant has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.
- C. The undersigned hereby certifies that the Consultant (please check applicable item):
  - 1. \_\_\_\_\_ employs fewer than fifty (50) full-time employees; or
  - 2. \_\_\_\_\_ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
  - 3. \_\_\_\_\_ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Federal Identification Number

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

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(Name)

# Exhibit D Nondiscrimination and Affirmative Action

The Consultant agrees:

1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, creed, national origin, age, sex or sexual preference and shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.
2. The Consultant shall provide information and reports requested by the Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Authority to affect the Consultant's obligations.
3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.
4. The Consultant's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.
5. The Consultant shall indemnify and save harmless the Authority from any claims and demands of third persons resulting from the Consultant's non-compliance with any provisions hereof.

**Signed**

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

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

# Exhibit E Certificate of Compliance with Laws

## Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury the Consultant, with Department of Employment Training (DET) ID Number \_\_\_\_\_ has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

Compliance may be certified if the Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner of DET, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to M.G.L. c. 151 A, §19A(c).

## Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that the Consultant:

1. \_\_\_\_\_ employs fewer than fifty (50) full-time employees; or
2. \_\_\_\_\_ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. \_\_\_\_\_ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

## Revenue Enforcement Protection Program

Pursuant to M.G.L. c. 62C, §49A, the undersigned hereby certifies that the Consultant's Social Security or Federal Identification No. is \_\_\_\_\_, and that to the best of his/her knowledge and belief, the Consultant has filed all state tax returns and paid all state taxes required by law.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

# Exhibit F Non Collusion Affidavit

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn deposes and says that:

- 1.0 He/she is (owner, partner, officer, representative, or agent) of \_\_\_\_\_ the Respondent that has submitted the attached Proposal;
- 2.0 He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- 3.0 Such Proposal is genuine and is not a collusive or sham Proposal;
- 4.0 Neither the said respondent nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly sought by agreement of collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached Proposal or of any other respondent, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other respondent or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") on or any person interested in the proposed Contract; and
- 5.0 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposal or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

My commission expires: \_\_\_\_\_ Seal