

Smart Utilities Vision Request for Proposals, Strategy and Engineering Consulting Services

The Boston Redevelopment Authority (“BRA”) is requesting proposals to develop the Smart Utilities Vision (“SUV”): a consultant services contract that will yield engineering and policy recommendations for innovations in utility infrastructure that will result in enhanced social equity, resource efficiency, community resilience, and economic competitiveness. The SUV will yield recommendations for the future implementation of utility infrastructure such as water, energy, communications and transit infrastructure in the PLAN: South Boston Dorchester Avenue study area.

In order to submit a response, respondents must pay a non-refundable RFP fee (“RFP Fee”) of One Hundred and Fifty Dollars (\$150.00) at the Office of the Executive Director/Secretary. Checks should be made payable to the Boston Redevelopment Authority. If the RFP is downloaded from the website, the RFP Fee may be paid at the time of proposal submission. To receive updates on the RFP, respondents must register their email address either through the contact shown below or online by downloading the RFP from the BRA website.

PROPOSAL SUBMISSION DEADLINE

All responses to this RFP must be returned no later than 12:00 noon on Monday, August 22, 2016, to:

Ms. Teresa Polhemus, Executive Director/Secretary
Boston Redevelopment Authority
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 BRA reserves the right to reject any or all responses. The award of a contract for services requested by this RFP shall be subject to the approval of the BRA Board. For information specific to this particular RFP, please contact Travis Sheehan, Senior Infrastructure Advisor, at (617) 918-4382 or travis.sheehan@boston.gov. When e-mailing, please put “Smart Utilities Vision RFP” in the subject line.

BIDDERS CONFERENCE

A Bidders Conference will take place on Wednesday, August 10, 2016 at 3:30 p.m. at the BRA, 9th Floor, City Hall, Boston, MA in the BRA Board Room. All questions must be submitted by August 10, 5:00 pm to receive responses.

INTERVIEWS

Interviews for consultant teams meeting the minimum threshold criteria will take place on August 25th, 2016, at the BRA, Ninth Floor, One City Hall Square, Boston, MA, or at later dates to be determined. Interviews will be mandatory for any consultants wishing to be considered for the contract award.

Teresa Polhemus
Executive Director/Secretary

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INTRODUCTION

The Boston Smart Utilities Project is intended to rethink the way utility infrastructure is designed and implemented in Boston, resulting in greater coordination, efficiency, and energy savings and yielding greater environmental and community resilience. The Boston Redevelopment Authority (“BRA”) is collaborating with a range of other City departments to identify inefficiencies in current infrastructure design and implementation processes and to propose new, more efficient and resilient design strategies for underground and overhead utility infrastructure. City departments collaborating with the BRA include the Mayor’s Office of Streets, Transportation and Sanitation, the Mayor’s Office of New Urban Mechanics, the Mayor’s Office of Environment Energy and Open Space, the Department of Information Technology, Public Works Department, the Boston Water and Sewer Commission, and the Boston Transportation Department.

To spearhead the Boston Smart Utilities Project, the BRA is issuing an RFP for a “Smart Utilities Vision”, yielding engineering recommendations and policies that help to achieve our goals.

GOALS OF THE SMART UTILITIES VISION

The Smart Utilities Vision will yield engineering recommendations and policies to promote the construction of utility infrastructure that:

- Is easier to build, maintain and upgrade
- Reduces costs for building owners and residents
- Increases community resilience
- Provides world-class services for residents and businesses
- Dramatically reduces greenhouse gas emissions

These goals can be achieved by:

Innovating on what we build: the technologies we install, the designs we follow, the materials we use, and the data platforms that enable smart technologies.

Innovating on how we build: the coordination of construction and maintenance, the financing of projects, and the governance of potentially shared assets.

TECHNOLOGIES WE'D LIKE TO SEE IMPLEMENTED IN BOSTON

Smart Utilities Technologies (“SUT”) are the hardware and software solutions that are central to enhancing social equity, resource efficiency, community resilience, and economic competitiveness. The City is taking a leading role to promote SUTs for various reasons. Some technologies do not have a good market presence. Some SUTs require years of pre-planning to implement. Some technologies increase first costs while reducing lifecycle costs. SUTs include:

District Energy + Microgrids

- Hot and cold water distribution infrastructure
- Resilient, local, low carbon energy generation
- Electrical distribution infrastructure that can ‘island’ during grid outage

Smart Transportation

- Autonomous vehicles: hardware and software to enable the burgeoning market
- Smart Traffic Management: hardware (such as adaptive traffic signals) and software (such as mobile apps) to help make the flow of people safer and more reliable
- Electric Vehicles: hardware and software to enable market

Water + Wastewater

- Water re-use technologies: infrastructure to support building or district scale water recapture and re-use
- Space-heating generation: using sewage waste-heat recovery to feed low-cost, no carbon heating to buildings
- Green infrastructure: hardware to reduce loads on storm water infrastructure

Gigabit + High Speed Communications

- Conduit and Fiber: to increase competition in the marketplace and lower end-user costs
- Wireless Hardware: to support Internet of Things for utilities and personal devices
- Communications Protocols: software and standards solutions that enable secure communications for utilities and personal devices

THE PILOT PROJECT

The PLAN: South Boston Dorchester Avenue planning initiative focuses on a 144-acre area. Under the 6/8/2016 draft plan, the vision for the area consists of significant new transit-oriented development, creating demand for transportation and infrastructure upgrades and enhanced utilities such as energy, water, and communications infrastructure buried beneath the street.

The City will pilot Smart Utilities in the PLAN: South Boston Dorchester Avenue study area (“Study Area”). As a planning area where 2 miles of new streets and significant utility infrastructure upgrades are being proposed, the Study Area presents an opportunity to pilot a new approach for providing equitable, resilient, sustainable, and world-class utility services. Piloting the Smart Utilities Vision in this Study Area will set the stage for citywide policies that can be applied throughout Boston when roads are being reconstructed and when there is new demand for utility infrastructure.

CONCEPTUAL DEVELOPMENT OPPORTUNITY¹ :

**12 ~ 16 million
square feet of new
real estate**

**~14,000 – 16,000
new residents**

**2 miles of new Roads
& Sidewalks ~ 30 –
50 acres**



¹ The image above and Conceptual Development Opportunity are pending approval of the 6/8/2016 Draft Plan of PLAN: South Boston Dorchester Avenue

WHERE WE WOULD LIKE TO BE 1 YEAR FROM NOW

Currently, The BRA and the City of Boston have strong relationships with our utility partners, from electrical utility companies to gas providers, from state transit authorities to our water commission, and from telecommunications backhaul providers to retail wireless providers.

One year from the issuance of this RFP, we would like to have a consensus with our utility partners on a better way to coordinate the planning of utility infrastructure that (a) opens up the opportunity for Smart Utilities Technologies and (b) saves money, energy, and increases resiliency of new and existing development. That consensus will manifest in a better physical layout and a better process for installing utilities in the Study Area and other corridors throughout the City. That physical layout may be a small deviation from the conventional approach. Or, it may be a whole new concept, like a “chassis” or “utilidor” for utility infrastructure; and in that case, stakeholders will have come to a consensus on who builds, owns, and operates that “chassis” or “utilidor” for utility infrastructure. Internally, the City will clearly understand our statutory authority to coordinate and implement the recommendations of the SUV. Externally, we will have demonstrated, to State and Federal government, Boston’s readiness for grant funding to test these new strategies. We are not seeking final designs, but process improvements and design guidelines that will truly add value to all stakeholders’ long-term strategies for the cyber and physical solutions to enhance Boston’s built environment.

CONSULTANT SKILLSET

The BRA and City of Boston are seeking a partner who can provide:

- Economic and environmental analysis for real estate development and utility infrastructure, ranging from construction cost estimation to resource demand modeling
- A deep understanding of technology options that enhance economic, environmental, and resiliency performance in urban districts, with a preference for experience in implementing cyber and physical infrastructure solutions
- Regulatory analysis and recommendation for regulated utility companies (in Massachusetts)
- Process improvement insights for real estate developers in Boston
- Strategic advice on regulatory and legal capabilities of the City of Boston and the BRA
- Civil engineering advisory
- Assistance in the implementations of interviews, meetings and workshops

FURTHER READING

Boston Smart Utilities

[BRA Webpage for Boston Smart Utilities](#)

BRA Website

[Mission and Vision](#)

PLAN: South Boston Dorchester Avenue

[Draft plan](#)

Related City Initiatives

[Mayor's Housing Innovation Lab](#)

[Climate Ready Boston](#)

[BRA Webpage for Community Energy Planning](#)

Utility Planning Coordination in Boston

[COBUCS webpage](#)

DELIVERABLES

Below is a statement of the RFP Deliverables. The Selection Committee is open to diverse approaches and is seeking the best possible plan for achieving our goals. Using the below as a starting point, please note any unique approaches in your response to explain the rationale of your plan.

PROJECT PHASES AND DELIVERABLES

1. Describe the Base Case (September 2016 - December 2016)

Conventional Approach: What will the demand be for new utility services in the Study Area? Using conventional approaches and technologies, what are the future costs to build and maintain streets, and underground and overhead utilities? How resilient would the conventional approach be?

2. Define the Opportunity (October 2016 - December 2016)

Smart Approach: To meet our goals (stated above), what infrastructure should be built in the Study Area? What Smart Utility Technologies and road construction methods are most appropriate? What data sharing platforms and data protocol are needed?

3. Define the Construction Plan (December 2016 - April 2017)

To take the “Smart Approach”, how would we sequence the development of roads, utilities, and data management in the Study Area?

4. Sketch an Implementation Plan (February 2017 - June 2017)

To implement this plan in the Study Area, what data frameworks, engineering plans, financing vehicles and governance structures will the BRA and the City of Boston need?

5. Take it to Scale (April 2017 - July 2017)

How can the BRA and the City of Boston implement this plan in other areas of the city that are not part of a comprehensive rezoning effort like the Study Area?

6. Chart the Course Forward (July 2017)

How can the BRA and the City of Boston sustain the relevance of this work and stakeholder relationships going forward? What would the consultant recommended as next steps?

STAKEHOLDER ENGAGEMENT

Stakeholder Engagement is key to the success of the Smart Utilities Vision. Dozens of interviews, check-in meetings, executive briefings, and workshop-style group meetings will be required to successfully integrate the wide-ranging viewpoints of the project stakeholders.

Respective Roles of the BRA and the Consultant throughout Stakeholder Engagement:

The BRA will dedicate staff to the tasks of spearheading the stakeholder outreach, scheduling of meetings, designating meeting venues, providing refreshments, and providing guidance and feedback on meeting deliverables and agendas.

The Consultant will be responsible for finalizing meeting agendas, taking and synthesizing extensive notes, framing the analysis and work products for specific stakeholders, and providing appropriate collateral for each engagement to accomplish the intention of each meeting.

Stakeholders include:

Community Members + Business Stakeholders include property owners, property managers, real estate developers, local community members, neighborhood & community organizations, and local businesses in the Study Area. Community Members + Business Stakeholders will require a minimum of three group briefings: an introductory, progress, and final briefing on the strategies. Additionally, one-on-one interviews will be conducted with Community Members + Business Stakeholders to understand Boston's conventional approach to utility development from the real estate developer's perspective.

Engagement that may be needed for this stakeholder group:

- Up to 15 individual or small group meetings: with stakeholders such as property owners, developers, neighborhood associations, businesses.
- Up to 2 Neighborhood-Wide Meetings: To inform about project at key stages and solicit feedback.

Utility Companies include electric, gas, steam, water, City utility and infrastructure departments, and telecommunications companies who are responsible for energy, water, transit, and communications infrastructure. One-on-one meetings will be conducted with Utility Companies to first understand their conventional approaches to infrastructure development and understand the legal and regulatory frameworks that govern their capital planning practices. As the Vision

develops, progress meetings will need to be conducted to ensure that the strategies proposed in the Vision are aligned with Utility Companies' goals. The consultant will share their legal and regulatory research and propose any relevant strategies in the progress meetings. Utility companies are already convened by the City's Infrastructure Advisory Group and the team will leverage those convening to discuss the Vision as a group.

Engagement that may be needed for this stakeholder group:

- Up to 30 individual or small group interviews/meetings at various stages of the process to understand utility companies' goals and processes and receive feedback on analyses and recommendations
- Up to 2 plenary meetings with utility companies collectively to present research and recommendations and solicit feedback.

City Officials include the Vision Steering Committee, key leadership such as Department Heads, and staff. Operations staff will be interviewed in the beginning of the Vision process so that the consultant may understand the conventional approach to infrastructure development in Boston. Up to 10 department heads will require interviews to develop the Base Case. The same staff will require progress briefings to best understand the strategies in the Vision. Additionally, at least 3 interdepartmental meetings will be conducted to brief key leadership on the Vision work plan, strategies, and final work products. Furthermore, the Steering Committee and project staff will require input from the consultants to conduct their bi-weekly progress meetings for the project.

Engagement that may be needed for this stakeholder group:

- Up to 10 individual or small group interviews/meetings with City department heads and/or representatives
- Up to 4 Interdepartmental briefings with department heads and their teams throughout the process
- Regular (weekly or bi-weekly) progress meetings for project management

State Officials include various advisers to the project that may result in infrastructure funding, the application of innovative financing schemes, and policy discussions about regulatory and legal aspects of the Vision. The first round of interviews with State Officials will help lay the groundwork for available funding streams, legal and regulatory topics, and existing partnerships with the City. Interim meetings with State Officials will help to align the strategies of the Vision with existing programs and funding opportunities. Finally, group briefings with State Officials should be conducted at the beginning, middle, and end of the process to ensure that adequate feedback has been given to the Vision work products.

Engagement that may be needed for this stakeholder group:

- Up to 10 individual or small group interviews with State officials

Innovation Advisory Group include workshops with public, private, and nonprofit experts that will take place to brainstorm, educate and troubleshoot specific parts of the project. Those workshops include (1) Smart cities technologies and potential benefits to the community; (2) infrastructure finance best practices; (3) utility construction and capital planning along Dorchester Avenue; (4) Boston policy and implementation options; (5) potential pilot projects; and (6) economic development opportunities for attracting sector-specific businesses and partnerships. Included in the Innovation Advisory Group will be the professionals that were convened for the Boston Smart Utilities Whiteboarding Session in May of 2016 to help develop the scope of work for this RFP as well as innovators in the academic, technology and infrastructure sectors.

Engagement that may be needed for this stakeholder group:

- Up to 2 plenary meetings (with up to 80 persons) throughout process to present preliminary findings and hear feedback.

Data Gathering

Consider that the consultant may be gathering all necessary data on existing utility infrastructure in the area from utility companies during the interview process, by contacting local engineering firms who possess design drawings, or printed archives from the Public Improvement Commission at City Hall. There is little-to-no comprehensive assemblage of data for the Study Area's utility infrastructure. All plan documents for projected street networks, building types, and surrounding community information will be made available at no charge by working with the City and BRA's Geographic Information Systems departments.

Ultimately, it is anticipated that the spreadsheet and/or 3D modeling will rely on assumptions gathered throughout this process, and the Consultant Team will advise the BRA on a reasonable resolution of data to achieve its intended goals.

BUDGET, CONTRACT AND SCOPE OF WORK

BUDGET APPROACH

This RFP encompasses all Consultant and Sub-consultant (“Consultant Team”) work scopes, including the need for services in urban planning, construction, buildings, economic development strategy, infrastructure, and information technologies.

Respondents should submit a fee proposal as shown in Exhibit B to cover all services for the entire project, with the understanding that no additional resources will be available to add consulting services to the Smart Utilities Vision team to address specific subject matter outside the expertise of the selected team.

Fee proposals must be submitted under separate cover and in a sealed envelope.

The maximum allowable budget for the project is \$215,000.

CONTRACT

The BRA intends to enter into a contract with the Consultant Team specifying tasks and deliverables and procedures for refining the work plan as the project proceeds. Prior to work commencing for any phase of the Plan, the BRA will issue a Notice to Proceed to the Consultant Team. The consultant services contract is attached as Appendix B. Any requested changes must be included with the proposal submission, otherwise the Consultant Team is agreeing to the contract terms.

The BRA reserves the right to negotiate changes to the Consultant Team’s plan for completing the overall scope of services, including but not limited to the specific services performed by sub-consultants.

SCOPE OF WORK

The Consultant Team will be collaborating with diverse stakeholders. The Team members should not only possess industry expertise in Smart Utilities Technologies implementation, but also in traditional infrastructure construction, operations, and planning. Finally, the team should have experience in the real estate and construction industries that can easily be translatable to Boston’s experience with road reconstruction and utility infrastructure development.

City staff anticipates the need for the Consultant Team to build spreadsheet and/or 3D models of the Study Area and plan multiple scenarios that are backed by sound economic analysis. Throughout the process, the Consultant Team will assist the City in briefing project stakeholders to receive feedback on the SUV strategy and incrementally revise the analytical models. The Consultant Team's efforts are intended to take into consideration the various capital planning practices of Boston's utility partners and yield a more effective process than the conventional approach to utility development.

City staff anticipates the need for the Consultant Team to provide support for dozens of interviews and workshops as we develop this multi stakeholder approach and will require experience and skills for diverse stakeholder engagement. The Consultant Team will also interact with a diverse, multi-disciplinary team inside City Hall including Department of Information Technology, Public Works Department, New Urban Mechanics, Environment Energy and Open Space, Boston Water and Sewer Commission, and the Boston Transportation Department. Additionally, the Consultant Team will spend time gathering data and interacting with State Officials, utility company executives and planners, and Boston based property owners and community members.

Below is a Proposed Scope of Work. The Selection Committee is open to diverse approaches and is seeking the best possible plan to achieving our goals. Using the below as a starting point, please note any unique approaches in your response to explain the rationale of your plan.

DELIVERABLE 1. DESCRIBE THE BASE CASE

1.1 Interviews and data gathering

- Interview local utility companies to understand their conventional approach for sequencing the planning and implementation of local distribution infrastructure. These local utilities includes water, energy, transit, and communications infrastructure.
- Interview local utility companies to understand their conventional approach for projecting growth in resource demand. Resource demand includes water, energy, transit, and communications infrastructure.
- Interview local real estate development companies to understand their conventional approach for requesting utility infrastructure to services new and existing properties.
- Project the additional utility demand in the Study area and quantify the amount of infrastructure it would require to meet those demands.
- Record and document findings in a progress report that can be easily shared to educate all stakeholders

1.2 Define the Costs and Impacts

- Using conventional approaches and technologies, project the future costs to build and maintain streets, underground and overhead utilities
- Additionally, analyze and quantify environmental impacts such as local air quality, noise, traffic obstructions, and property risk from long-term Sea Level Rise based on the Climate Ready Boston analysis.

Combined, Deliverables 1.1 and 1.2 will be known as the Baseline report on existing utility conditions.

DELIVERABLE 2. DEFINE THE OPPORTUNITY

2.1 Define Technologies that meet City's Goals

- Build upon the list of 'Smart Utility Technologies' and gather performance data from global examples
- Best practices/next practices in coordinating utility planning and implementation

2.2 Scenario Planning for the Sequencing of Road and Utility Buildout

- Simulate Smart Utility Technologies in action, measuring their financial, environmental, and resilience performance against the base case utility infrastructure
- Simulate various strategies for the sequencing of road and utilities construction (spreadsheet or 3d modeling).
- Advise the City on a tiered time horizon for the simulation. The milestones include but are not limited to: 2025- Partial build-out of the Study Area; 2030- Full build-out of the Study Area; 2070- Properties experience sea-level rise +3 feet for monthly high tides.
- Assess how the plan will be beneficial to vulnerable populations (i.e. elderly populations, low-to-no income residents, persons with disabilities, etc.).

2.3 Cost/Benefit of the Opportunity

- Develop the metrics and perform a cost/benefit analysis against the base case
- Describe how the various cost allocations could change (i.e.- construction, excavation, and road paving) from the 'base case' scenario

DELIVERABLE 3. DEFINE A CONSTRUCTION PLAN

3.1 Define the best sequence for the development of roads, utilities, and data management in the Study Area

- Develop recommendations for cost-saving measures in utility construction and implementation. These measures may include shared duct banks, utility vaults, or preemptive investment in infrastructure that precedes property development.
- Define how the Construction Plan reduces end user costs.

3.2 Develop a final report with methodology and findings known as the Engineering vision consisting of a credible analysis of the viability of sustainable, resilient, and equitable practices in utility infrastructure design and implementation in the energy, water, waste, communications, and transit sectors. The Engineering vision will inform *what* infrastructure should be planned by various partners and provide examples of *how* to finance and implement projects. Specific

recommendations will be developed for unique stakeholders like City agencies, utility providers, and property owners.

DELIVERABLE 4. SKETCH AN IMPLEMENTATION PLAN

4.1 Data Sharing Platform

- Develop the strategy for a data sharing platform and identify the optimal strategy for its implementation.
- Develop a strategy for open protocol to implement Internet of Things (IoT) for urban systems at the district scale, including best practices for cyber security.

4.2: Governance

- Develop Governance Recommendations for (1) risk sharing mechanisms, (2) new revenue opportunities, and (3) new governance opportunities that emerge from the engineering recommendations. Governance models may include recommendations for any shared utility assets, like common duct banks or utility vaults that do not already have an overseeing authority. Likewise, if the engineering recommendations include a new protocol for utility planning, recommend a governance model. Governance can be formed as agreements, protocol, or actual governing bodies formed to implement a utility coordination or development strategy.
- Support the City in their engagement strategy to collaborate with utility partners in developing the Governance Recommendations.
- Interview local utility companies and City agencies to map their capital planning practices. Identify the catalysts (i.e. new property development) for utility investment that pertains to the growth potential within the Study Area.
- Survey the legal authority of the City of Boston, the Boston Redevelopment Authority, and related government and quasi-governmental agencies to build, own, and/or operate new or existing infrastructure.

4.3: Financing

- Interview local utility companies and City agencies to map their investment practices and risk appetites as it pertains to the engineering recommendations and Governance Recommendations.
- Interview state granting agencies, institutional investors, and state Utility regulators to map the possible vehicles for financing the engineering recommendations and legal capacity to participate in the Governance Recommendations. These recommendations may include typical urban financing vehicles like tax increment financing but also special

capital investment strategies enabled by infrastructure regulators like the Department of Public Utilities.

- Develop recommendations for financing strategies that support the Governance Recommendations and the engineering recommendations.
- Support the City in their engagement strategy to collaborate with utility partners in understanding the Financing Recommendations.
- Survey existing best practices of “big-data” monetization and describe the ethical implications for City Government.
- Survey best practices in urban utility and infrastructure finance that would support the engineering solutions.
- Survey grant funding sources from the US Federal Government and Massachusetts State agencies that would support the engineering solutions.

Through these deliverables, an ecosystem of sustainable infrastructure providers will gain exposure to local stakeholders and the larger business community will see Boston as a leader in sustainability, resiliency, and equity.

DELIVERABLE 5. TAKE IT TO SCALE

5.1: New Street Construction

Develop guidelines for underground and overhead utilities that synthesizes the study findings for districts with significant new development. These guidelines should be completed to the technical quality that can be used by design and engineering departments of each utility as a guide for the location of utilities in the streetscape. These guidelines are intended to be enforceable through the Governance Recommendations and ultimately by the Public Improvement Commission.

5.2: Existing Street Construction

Develop guidelines for underground and overhead utilities that synthesizes the findings for existing, congested streets. This includes guidelines for (1) full road-reconstruction projects and (2) small, incremental excavation projects like fixing gas leaks. These guidelines should be completed to the technical quality that can be used by design and engineering departments of each utility.

5.3: Quantify the Benefits of the Design Guidelines

Estimate the time and monetary savings created by the development of the Design Guidelines. Gather evidence throughout the Smart Utility Vision process to develop the Design Guidelines so that they create the most value for all stakeholders.

5.4: Mapping Technologies

Develop recommendations for technologies and best practices of mapping “as-built” conditions of underground utilities.

Taken together, all parts of Deliverable 5 will be known as the Policy Recommendations: a set of concrete recommendations developed jointly between the consultant team and City leadership ensuring that Boston's priorities for affordable housing, equitable access to basic services, sustainable development, and resilient communities are embedded in future development plans. This will be summarized in a report submitted by the consultants to the various stakeholders. This will provide City officials will have a roadmap for policy development in their various regulatory tools such as zoning, Article 80 review, and the Public Improvement Commission.

DELIVERABLE 6. CHART THE COURSE FORWARD

Key themes will recur during the execution of the Smart Utilities Vision. For this deliverable, the consultant should provide written recommendations about next steps to make these themes actionable. The consultants and City will have built deep relationships with internal and external stakeholders by the completion of the SUV. These themes will emerge with clearer next steps upon which the consultants should provide thoughtful written reflection.

6.1 Articulating the Long View on Infrastructure Investment

How can the outputs translate to better practices for utility companies? How will the RFP consultant team work with utility partners to untangle the regulatory and legal hurdles emerging from coordinated utility planning? What are the life-cycle cost assessment methods that resonate with various utility investment practices?

6.2 A "Center of Excellence" for Smart Utilities

How can the Smart Utility Vision process codify a lasting body of stakeholders that pursue the necessary legislative, regulatory, and business models required to implement Smart Utilities in Boston and Massachusetts? Which stakeholders will need to be engaged that are not currently involved? Is there an opportunity to leverage this entity for investment by non-profit or corporate entities?

6.3 A Team Approach to Data Security, Acquisition and Monetization

How will the City pursue the data sharing efforts with utility companies? What data are key indicators of performance to meet the City's goals? What are the security practices and protocols necessary to unlock the deployment Internet of Things (IoT) to be mutually beneficial to utility companies and Bostonians?

6.4 Articulating the Benefits to Vulnerable Populations

Sea Level rise will disproportionately affect Boston's vulnerable populations. How will Smart Utilities benefit vulnerable populations and enhance social equity in Boston's neighborhoods?

6.5 Further Pilot Project Recommendations

Where are the other pilot project opportunities? The consultant team should sketch out a set of opportunities for other sites throughout Boston, both engineering and business cases, specific to ongoing development areas and public works projects that are proposed by members of the project team. Ideally, these would be areas where utility companies, communities, and technology providers are aligned on values and see high potential for piloting new strategies.

EVALUATION CRITERIA

Each proposal will be reviewed and rated by a qualified selection committee consisting of representatives of the BRA and various Mayor's Cabinets. A recommendation will then be sent to the BRA Board for final approval.

A contract will be awarded based on the selection of the most thoughtful and favorable proposal of services. 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 BRA has determined have met the minimum threshold requirements, will then be interviewed and evaluated according to the criteria described in subsections below.

MINIMUM THRESHOLD REQUIREMENTS

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

1. Whether proposals include all required documentation and meet the submission deadline.
2. Whether applicant for Consultant Team has been operating as a business for at least one year continuously under the same name.
3. Adequate financial resources to ensure ability to complete project.
4. Demonstration by applicant of adequate insurance and an appropriate risk management strategy.
5. Demonstration by applicant of adequate cyber security measures to gather, analyze, and protect sensitive data on utility infrastructure.

Compliance, to be determined by the BRA, with all applicable statutes governing conflict of interest.

COMPARATIVE EVALUATION CRITERIA

All respondents determined to have met the minimum threshold requirements will then be evaluated in the following categories previously outlined in the Submission Requirements above:

- Qualifications and Experience
- Response to Scope of Services

- Consultant Team
- Allocation of Resources

CRITERIA RATING DESCRIPTION

1. QUALIFICATIONS AND EXPERIENCE

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has substantial: a) experience with utility and telecommunications infrastructure development and implementation; b) experience in engineering and economic simulation and modeling for urban development; c) familiarity with civil engineering practices in the Boston; d) experience in communicating effectively with diverse stakeholders and facilitating group dialogues.

ADVANTAGEOUS when it has been determined that the respondent has some: a) experience with utility and telecommunications infrastructure development and implementation; b) experience in engineering and economic simulation and modeling for urban development; c) familiarity with civil engineering practices in the Boston; d) experience in communicating effectively with diverse stakeholders and facilitating group dialogues.

NON-ADVANTAGEOUS when it has been determined that the respondent has limited or no: a) experience with utility and telecommunications infrastructure development and implementation; b) experience in engineering and economic simulation and modeling for urban development; c) familiarity with civil engineering practices in the Boston; d) experience in communicating effectively with diverse stakeholders and facilitating group dialogues.

2. RESPONSE TO THE SCOPE OF SERVICES

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has: a) shown an extensive and thorough understanding of the Scope of Services as demonstrated by the respondent's creative approach to this RFP; b) presented a well-conceived and organized work plan; c) recommended and incorporated well-conceived additional and innovative work items which are ancillary/supplemental to the scope of services.

ADVANTAGEOUS when it has been determined that the respondent has: a) shown an understanding of the scope of services as demonstrated by the respondent's creative approach to this RFP; b) presented an organized work plan; c) recommended and incorporated additional and innovative work items which are ancillary/supplemental to the scope of services.

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.

3. 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 responded has assigned a qualified project manager and other key personnel to this project.

NON-ADVANTAGEOUS when it has been determined that the responded 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 shows significant experience of project team members with relevant projects and planning initiatives.

ADVANTAGEOUS when it has been determined that the respondent shows experience of project team members with relevant projects and planning initiatives.

NON-ADVANTAGEOUS when it has been determined that the respondent shows no experience of project team members with relevant projects and planning initiatives.

c. Involvement of Service Provider Principals

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

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

d. Oral Presentation and Interview Skills

HIGHLY ADVANTAGEOUS when it has been determined that the respondent shows significant responsiveness to the Selection Committee's inquiries during the interviews.

HIGHLY ADVANTAGEOUS when it has been determined that the respondent shows moderate responsiveness to the Selection Committee's inquiries during the interviews.

HIGHLY ADVANTAGEOUS when it has been determined that the respondent shows little responsiveness to the Selection Committee's inquiries during the interviews.

4. ALLOCATION OF RESOURCES AND SCHEDULE

HIGHLY ADVANTAGEOUS when it has been determined that the proposal: a) allocates significant resources to priority work items; and b) contains a highly realistic and detailed work schedule to complete the tasks described in the scope of services.

ADVANTAGEOUS when it has been determined that the proposal: a) allocates sufficient resources to priority work items; and b) contains an adequate work schedule to complete the tasks described in the scope of services.

NON-ADVANTAGEOUS when it has been determined that the proposal: a) allocates insufficient resources to priority work items; and b) does not contain an adequate work schedule to complete the tasks described in the scope of services.

RULE FOR AWARD

The contract for the Smart Utilities Vision will be awarded to the most favorable proposal based on the selection criteria outlined above. The successful respondent will be deemed, in the opinion of the Selection Committee, to be the most responsive and acceptable proposal, taking into consideration the reliability of the respondent, the qualities of the services proposed to be supplied, and their conformity with the specifications required. Pricing will be a significant factor, but not the sole determinant in the selection.

APPLICATION AND SELECTION PROCESS

In order to submit a response, respondents must pay a non-refundable RFP fee (“RFP Fee”) of One Hundred and Fifty Dollars (\$150.00) at the Office of the Executive Director/Secretary. Checks should be made payable to the Boston Redevelopment Authority. If the RFP is downloaded from the website, the RFP Fee may be paid at the time of proposal submission. To receive updates on the RFP, respondents must register their email address either in person at the BRA or online by downloading the RFP from the BRA web site. For information specific to this particular RFP, please contact Travis Sheehan, Senior Infrastructure Advisor, at (617) 918-4382 or travis.sheehan@boston.gov. When e-mailing, please put “Smart Utility Vision RFP” in the subject line.

PROPOSAL FORMAT

Respondents should submit 10 hard copies of the proposal as well as an electronic version. Proposals should be easy to read (strongly recommended limit of 40 pages), demonstrate how the Consultant Team members will work together, and make use of Appendices for reference materials. Please use 8.5” x 11” paper. Respondents are welcome to submit supplemental materials in other formats to support their proposal but must include all required submission elements in the core proposal materials that adhere to the above formatting requirements. Fee proposals must be submitted under separate cover and in a sealed envelope.

PROPOSAL SUBMISSION DEADLINE

All responses to this RFP are to be submitted no later than 12:00 p.m. on August 22, 2016 to Ms. Teresa Polhemus, Executive Director/Secretary, Boston Redevelopment Authority, Boston City Hall, One City Hall Square, 9th Floor, Boston, MA 02201-1007. Absolutely no responses will be accepted after the due date and time.

BIDDERS CONFERENCE

A Bidders Conference will take place on Wednesday, August 10, 2016 at 3:30 p.m. at the BRA, 9th floor, City Hall.

INTERVIEWS

Interviews for consultant teams meeting the minimum threshold criteria will take place on August 25th, 2016, at the BRA, Ninth Floor, One City Hall Square, Boston, MA, or at later dates to be determined. Interviewees will be notified by 4:30 pm on August 23rd, 2016 if they are selected for the interviews on August 25th, 2016, or at later dates to be determined. Interviews will be mandatory for any consultants wishing to be considered for the contract award. Should the BRA need to alter these dates, all impacted consultant teams will be notified directly no fewer than seven (7) days in advance.

SELECTION

It is anticipated that the BRA will select the Consultant Team by September 15, 2016. The BRA reserves the right to select a Lead Consultant and substitute different sub-consultants than those named in the proposal. The BRA reserves the right to reject any or all bids. The award of a contract for services requested by this RFP shall be subject to the approval of the BRA Board.

APPENDICES

Appendix A: Consultant Fee Proposal Form

Appendix B: Sample Consultant Services Contract

Appendix C: Staff Plan Worksheet

Appendix D: Statement of Qualifications

Appendix E: Non-Collusion Affidavit of Prime Bidder

Appendix F: Certificate of Tax, Employment Security, and Child Care Compliance

Appendix G: Non-Discrimination and Affirmative Action

<p>APPENDIX A: CONSULTANT FEE PROPOSAL FORM</p>	<p>Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA</p>
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This form must be submitted in a separate sealed envelope labeled FEE PROPOSAL and addressed as follows:

Boston Redevelopment Authority
 Boston City Hall
 One City Hall Square, Room 910
 Boston, MA 02201-1007

ATTN: Ms. Teresa Polhemus
 Executive Director / Secretary

SUBMITTED BY:

NAME	
FIRM	
ADDRESS	
TELEPHONE / FAX	

Under the conditions set forth by the BRA, the accompanying proposal is submitted to assist in the preparation of the North Station Area Transportation Action Plan.

The total fee proposal is \$ _____

FEE PROPOSAL FORM (cont.)

Consultant Staff Name/Job Level	Hourly Billing Rate	Estimated Number of Hours

<p>APPENDIX B: SAMPLE CONSULTANT SERVICES CONTRACT</p>	<p>Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA</p>
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**CONSULTANT SERVICES CONTRACT
BY AND BETWEEN
THE BOSTON REDEVELOPMENT AUTHORITY
AND**

THIS CONSULTANT SERVICES CONTRACT (this “Contract”) is entered into as of this ___ day of _____, 2016 by and between the **BOSTON REDEVELOPMENT AUTHORITY** (the “Authority”), a public body politic and corporate, organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, having its usual place of business at One City Hall Square, Boston, MA 02201-1007, and _____ (the “Consultant”), having a usual place of business at _____ regarding _____ Consultant Services (the “Services”).

WITNESSETH:

WHEREAS, on _____, 2016, the Authority authorized the Director to execute a services contract with _____ for the provision of the Services; and

WHEREAS, the Consultant has agreed to perform the Services, as hereinafter described, on behalf of the Authority.

NOW, THEREFORE, in accordance with the foregoing and the mutual promises hereinafter provided, the Authority and the Consultant agree to the following:

I. SCOPE OF SERVICES

A. Description of Services. The Consultant, by and through the Consultant’s staff, shall be responsible for performing the Services, as such services are more particularly set forth in Exhibit A, attached hereto and incorporated as a part hereof. The services described in Exhibit A are not intended to be a comprehensive list of the services to be provided, but rather to set forth a general framework for the kind of services required. The Consultant will be expected to perform all services necessary to successfully complete the Services required and deliver appropriate materials to the Authority in accordance herewith. The Authority recognizes that part of the services under this Contract may be provided by approved Subconsultants, as described in Section IV of this Contract. The Consultant’s obligations to complete the Services shall be limited to those tasks authorized by the Authority’s Director to be undertaken and completed by either the Consultant or Subconsultants.

B. Changes to Scope of Services. If during the term of this Contract, the Authority changes the scope of services or the character of the work to be performed, the Consultant shall make the necessary changes only upon the receipt of a written order from the Authority.

If the Authority orders the Consultant to make a change from previously approved work or changes, which are inconsistent with written approvals or instructions previously given, the Consultant shall make said changes only after receiving a written order from the Authority. The Authority will not unreasonably request changes nor unreasonably withhold final acceptance of work by the Consultant.

C. Performance Standards. The Consultant agrees that the Services provided hereunder shall conform to the highest 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. The Consultant shall be paid an amount not to exceed XX,XXX Dollars (the “Maximum Amount”) for the Services more particularly set forth in Exhibit A. This Maximum Amount includes all overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, arising under this Contract, and all other expenses.

B. Method of Payment. The Authority shall make payment to the Consultant on a cost reimbursement basis for hours worked only, with payment to be made from the Authority to the Consultant upon receipt by the Authority of the Consultant’s invoice for services performed. Consultant shall be paid as an independent contractor. Consultant is responsible for the payment of its own income taxes and the Authority shall not withhold any taxes except as may be required by law.

For all Services performed, either by the Consultant or by Subconsultants, 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.C 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 Subconsultants 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 Subconsultants during the prior month and approved by the Authority as reimbursable.

C. Not later than the fifteenth (15th) 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 Subconsultants and all reimbursable expenses incurred by Subconsultants during the prior month, if any, in such detail as the Authority may reasonably require to identify Subconsultants and the personnel performing services, their classifications, hourly rates and hours worked, and the expenses for which Subconsultants request reimbursement. Monthly statements shall also include a tracking chart showing allocation of total project budget to each major tasks, the total amount billed to date for each task, and the percent complete for each task based upon current billing.

D. Retention of Records and Audit Rights. The Consultant shall keep records pertaining to services performed and 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 accepted auditing standards, the accounts, books, records and activities of the Consultant 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

The Consultant shall commence work on the Services upon execution of this Contract.

The Consultant acknowledges that time is of the essence in performing the services hereunder. If an extension is required as a result of circumstances beyond the control of the Consultant and without the fault of the Consultant, reasonable extensions may be granted at the sole discretion of the Authority. No such extension shall be valid unless it is in writing and signed by the Director of the Authority. In the event of such extension, all other terms and conditions of the Contract shall remain in full force and effect between the parties unless modified by the writing authorizing such extension.

IV. SUBCONSULTANTS

In furtherance of this Contract, the Authority and the Consultant recognize that Subconsultants may be necessary to conduct specific tasks with regard to elements of the services to be performed under this Contract. The Consultant agrees to contract directly with any such Subconsultants in accordance with the terms and conditions of this Contract. The Authority reserves the right to review and approve any Subconsultants to be retained by the Consultant.

The Consultant shall manage and coordinate the services and products of any and all Subconsultants, and shall be responsible for overall management, coordination and information integration of all services set forth herein.

In the event of the termination of this Contract in accordance with Section VII.B of this Contract, the Authority shall have the right to assume any subcontracts entered into by the Consultant under this Contract and to retain the services of any such Subconsultants as deemed necessary by the Authority. The Consultant hereby agrees that it shall acquiesce to any such assumption of its subcontracts by the Authority.

V. TERM

The term of this Contract shall commence upon execution of this Contract, and terminate upon twelve (12) months after the Contract execution date.

VI. INSURANCE AND INDEMNIFICATION

A. Insurance. The Consultant shall carry insurance furnishing benefits in accordance with M.G.L. c. 152, or such other workers compensation requirements as may pertain. The Consultant shall also carry comprehensive professional liability insurance for claims in connection with the Consultant's performance and activities under this Contract in the minimum single limit of One Million Dollars (\$1,000,000) for each occurrence. The Consultant shall cause all Subconsultants 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.

B. 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, of whatever nature, arising out of or resulting from any action by the Consultant and anyone employed by it 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.

VII. SUSPENSION AND TERMINATION

A. Suspension. The Authority shall have the right to postpone, delay, or suspend the performance of the services under this Contract immediately or upon a specified date, upon written notice to the Consultant, for any reason deemed by the Authority to be in its interest. In the event that the Authority

postpones, delays or suspends this Contract, the Consultant agrees that it shall resume the performance of the services upon the date specified in the written notice to the Consultant or upon such other date as the Authority may thereafter specify in writing; provided, however, that in no event shall such postponement, delay or suspension exceed a period of ninety (90) days.

B. Termination. 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 (i) the services to be performed under this Contract shall be canceled or abandoned by the Authority, (ii) this Contract or any part thereof shall be assigned without the prior written consent of the Authority's Director, (iii) the Consultant shall violate any of the provisions of this Contract or shall fail to perform, keep, or observe any of the terms, covenants or conditions herein contained, (iv) the Consultant abandons in whole or in part its services, or becomes unable to perform its services, or (v) the Consultant fails to perform the services in a timely and workmanlike manner; provided, however, that the Consultant shall not be in default hereunder 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.

In the event of the termination of this Contract in accordance with this Section VII.B, the Consultant shall be compensated in accordance with Section II for all work performed until the effective date of termination. Upon the termination of this Contract, the Consultant shall promptly deliver to the Authority all documents produced under this Contract by the Consultant prior to its termination.

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Ownership of Material. All reports, memoranda, tabular materials, plans, photographs, sketches, drawings, renderings, records and documents (whether in draft or final form) prepared pursuant to this Contract by the Consultant 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 expiration or earlier termination of this Contract unless such time limit shall be extended in writing by the Authority's Director. Any reports, memoranda, tabular materials, plans, photographs, or drawings that will be part of the final submission 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 reports, memoranda, tabular materials, plans, photographs, 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 Director.

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

C. Non-Discrimination and Affirmative Action/Compliance with Laws. The Consultant shall abide by and conform with the non-discrimination and affirmative action provisions set forth in Exhibit B, 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 C, attached hereto and incorporated as a part hereof.

D. 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.

E. Remedies. The rights and remedies of the Authority provided for under this Contract are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counter-claim either during or after performance of this Contract.

F. Limited Liability of Authority. In no event shall the total liability of the Authority in connection with this Contract exceed the Maximum Amount and additional payment for expert testimony to be approved by the Authority as 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.

G. 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.

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

I. Special Municipal Employee. In accordance with M.G.L. Chapter 121B, §7, third paragraph, as amended, for purposes of the Commonwealth's Conflict of Interest Law (M.G.L. Chapter 268A, as amended), the Consultant shall be deemed to be a "special municipal employee".

J. 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. 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.

K. Governing Law. This Contract shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

L. 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.

M. Entire Agreement. This Contract sets forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior and collateral agreements and representations.

N. Amendment. This Contract may not be amended or modified except by a writing signed by both parties.

O. Captions. The captions are for convenience and reference only, and shall not be used to interpret, clarify, limit or amend the contents or meaning of this Contract or any provision hereof.

P. Confidentiality. The Consultant agrees that its reports and conclusions are for the confidential information of the Authority and that it shall not disclose its conclusions, in whole or in part, to any person whatsoever, other than to submit its written report to the Authority, and shall only discuss the same with the Authority or its authorized representatives until called upon to testify in relation to such reports and conclusions under oath in a judicial forum for the purpose of determining fair market value.

IN WITNESS WHEREOF, this Contract is hereby executed by the Authority and the Consultant in four (4) counterparts as of the day and year first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Brian P. Golden, Director

CONSULTANT

By: _____

Approved as to Form:

E. Renee LeFevre
General Counsel

**EXHIBIT A
SCOPE OF SERVICES**

DELIVERABLES:

**EXHIBIT B
HOURLY RATES AND OTHER CHARGES**

MAXIMUM AMOUNT

For performing or causing the performance of all services described in Exhibit A, the Consultant shall be paid an amount not to exceed (\$xx,xxx), the “Maximum Amount”. This Maximum Amount includes all fees, expenses, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all the Consultant’s charges arising under this Contract.

HOURLY RATES

REIMBURSABLES

EXHIBIT C
NONDISCRIMINATION AND AFFIRMATIVE ACTION

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 D
CERTIFICATE OF COMPLIANCE WITH LAWS

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: _____

<p>APPENDIX C: STAFF PLAN WORKSHEET</p>	<p>Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA</p>
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Complete One Staff Plan Worksheet for **Each** Task

STAFF PLAN WORKSHEET _____ TASK # _____

CONSULTANT

Name	Title	Discipline	Years with firm/Total Years Experience	Number of job-hours
Total				

SUBCONSULTANT _____

Name	Title	Discipline	Years with firm/Total Years Experience	Number of job-hours

Total				

<p>APPENDIX D: STATEMENT OF QUALIFICATIONS</p>	<p>Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA</p>
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STATEMENT OF QUALIFICATIONS

SUBMITTED TO:

Boston Redevelopment Authority
 Boston City Hall
 One City Hall Square, 9th Floor
 Boston, MA 02201-1007

ATTN: Ms. Teresa Polhemus
 Executive Director / Secretary

SUBMITTED BY:

NAME	
FIRM	
ADDRESS	
TELEPHONE / FAX	

All questions must be answered by the Consultant Team in order for this qualification form to be properly submitted to the Boston Redevelopment Authority (BRA). The Consultant Team must demonstrate that she/he has the financial and human resources immediately available to complete a given project on time and in a professional manner. The BRA will regard this statement as an accurate portrayal of the Consultant Team’s qualifications and any discrepancy between these statements and any other investigation may result in the proposal being rejected. If additional space is needed, attach 8-1/2" x 11" sheets.

Project Name	Smart Utilities Vision
--------------	------------------------

Company Information:

1. Name of Organization: _____
2. Address: _____
3. Telephone: _____
4. FAX Number: _____
5. President's Name: _____
7. Secretary's Name: _____
8. Treasurer's Name: _____
9. How many years has your firm been in business under this name? _____ years
10. Is your firm a Commonwealth of Massachusetts Corporation?
Yes _____ No _____
11. Total number of employees in the firm?
_____ (Number)
12. What is your professional staff longevity?
Formula: (Total years of Professional staff employed at your firm divided by the number of Professional Staff)
_____ (Number)
13. What is your professional staff experience?
Formula: (Total years of Professional service divided by number of Professionals)
_____ (Number)

14. Does your firm have a published affirmative action policy?

Yes _____ No _____

15. Are your principal offices located in the **City of Boston** (Suffolk County)?

Yes _____ No _____

16. Does your firm have an office within two (2) hours traveling distance from the **City of Boston**?

Yes _____ No _____

17. Is your firm listed as a "Minority Business Enterprise" or "Women Business Enterprise" with the **City of Boston**?

Yes _____ No _____

18. Does your firm currently have Professional Liability Insurance?

Yes _____ No _____

19. If you answered "YES" to Question 18, what is the maximum limit of the Insurance policy?

\$ _____

20. Does your firm find acceptable the terms and conditions of a BRA Contract (sample enclosed)?

Yes _____ No _____

21. List all technical disciplines in which **your firm** is qualified to perform:

Academic Institution programming	Yes	_____	No	_____
Architectural	Yes	_____	No	_____
Civil/Structural	Yes	_____	No	_____
Civil/Transportation	Yes	_____	No	_____
Environmental Engineering	Yes	_____	No	_____
Estimating	Yes	_____	No	_____

Healthcare Institution programming	Yes	_____	No	_____
Landscape Design	Yes	_____	No	_____
Real Estate Development and Finance	Yes	_____	No	_____
Strategic planning	Yes	_____	No	_____
Survey	Yes	_____	No	_____
Urban Planning/Design	Yes	_____	No	_____
Transportation Planning	Yes	_____	No	_____
Other specialty design	Yes	_____	No	_____
List:				

22. Name any Subconsultant and the technical disciplines in which the Subconsultant is qualified to perform for this project:

- Academic Institution programming _____
 - Architectural _____
 - Civil/Structural _____
 - Civil/Transportation _____
 - Environmental Engineering _____
 - Electrical _____
 - Economic Development _____
 - Estimating _____
 - Healthcare Institution programming _____
 - Landscape Design _____
 - Real Estate Development and Finance _____
 - Strategic Planning _____
 - Survey _____
 - Urban Planning/Design _____
 - Transportation planning _____
 - Other specialty design _____
- List:

Company Experience:

23. What is your firm's accumulated total gross sales (consulting fees for all projects) for the past three (3) years?

\$ _____

24. What is the total number of individual planning projects your firm has **completed** in the last three (3) years?

- _____ (Number)
25. What is the total number of individual projects that your firm is **currently** working on?
- _____ (Number)
26. What is the **total value (\$)** of the individual consulting projects listed under Question 24?
- \$ _____
27. What is the **estimated value (\$)** of the individual planning projects listed under Question 25?
- \$ _____
28. What is your firm's accumulated total gross sales (Consultant fees) for **Similar Projects as listed in the Request for Proposals** for the past five (5) years?
- \$ _____
29. What is the total number of **Similar Planning Projects as listed in the Request for Proposals** your firm has **completed** in the last five (5) years?
- _____ (Number)
30. What is the total number of **Similar Planning Projects as listed in the Request for Proposals** that your firm is **currently** working on?
- _____ (Number)
31. What is the **total value (\$)** of the **Similar** planning projects listed under Question 29?
- \$ _____
32. What is the **estimated value (\$)** of the **Similar** planning projects listed under Question 30?
- \$ _____
33. Has your firm designed projects in accordance with the Massachusetts Competitive Bidding Laws (**e.g., M.G.L. Chap. 30, 30B, 40 and 149**)?
- Yes _____ No _____
34. If you answered "YES" to Question 33, how many projects has your firm **completed** in accordance with the Massachusetts Competitive Bidding Laws in the last _____ years?
- _____ (Number)
35. List the members of the "**Consultant Team**" that will be assigned to this project:
- | Name & Firm | Title | Years with Firm |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

36. How many years of professional experience does the "**Consultant Team**" for this project have on average?

_____ (Number)

37. Has the "**Consultant Team**" for this project worked together on any other previous projects?

Yes _____ No _____

38. Has the "**Consultant Team**" for this project worked together on any other similar projects?

Yes _____ No _____

39. What is the number of projects that the "**Consultant Team**" worked on together in the last five (5) years?

_____ (Number)

40. Attach as **Exhibit A** - a project organization chart (8-1/2" x 11") detailing the Consultant Team. (The chart should note in-house and sub-contracted support services and MBE or WBE status.)

41. Attach as **Exhibit B** professional data on each member of the design team.

42. Attach as **Exhibit C** examples of projects similar to the one proposed.

43. Attach as **Exhibit D** references of previous clients (name, project, location, value, etc.)

44. Attach as **Exhibit E** the following data concerning your firm's financial status:

(a) Statement of Financial Condition (b) Date of Statement (c) Firm that prepared the Statement.

List the names, addresses, telephone numbers of banks with whom your firm does business.

45. Does your firm have any administrative or legal proceeding currently pending or concluded within the last five (5) years, to which your firm has been a party and which relates to procurement or performance of any public or private contracts?

Yes _____ No _____

46. Do any of the principals owe the City of Boston or Commonwealth of Massachusetts any monies for incurred income, real estate taxes, rents, water and sewer charges or other indebtedness?

Yes _____ No _____

47. Are any of the principals employed by the BRA or the City of Boston? If so, in what capacity. (Please include name of agency or department and position held.)

Yes _____ No _____ List:

48. Were any of the principals ever the owners of any property upon which the City of Boston or Commonwealth of Massachusetts foreclosed for his/her/their failure to pay real estate taxes or other indebtedness?

Yes _____ No _____

49. Have any of the principals ever been convicted of any arson related crimes or are currently under indictment for any such crimes?

Yes _____ No _____

50. Have any of the principals been convicted of violating any law, code, ordinance regarding conditions of human habitation within the last three (3) years?

Yes _____ No _____

51. Respondent must submit evidence in writing from a responsible insurance/bonding/surety company that the Respondent can obtain the Insurance required in the BRA Contract.

52. The Bidder must certify that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes (see Certificate of Tax, Employment Security, and Child Care Compliance attached to the RFP as **Appendix F**). If Bidder 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 Contract on behalf of the Bidder, must be furnished to the BRA prior to the execution of the Contract. If Bidder is a sole proprietor, a Letter of Compliance issued by the Department of Revenue of the Commonwealth of Massachusetts must be furnished to the BRA prior to the execution of the Contract.

53. The Bidder must certify that it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and that the Bidder either (a) has fifty (50) or more full-time employees and is a "qualified employer" or offers child care tuition assistance or on-site or near-site subsidized child care placements or (b) is an "exempt employer."

54. If you answered "YES" to any Question 45-50, please list these legal proceedings and attach as an exhibit.

Dated at _____ this _____ day of
_____, 2012

(Name)

By: _____

Title: _____

<p>APPENDIX E: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER</p>	<p>Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA</p>
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State of)
 County of

_____, being first duty sworn deposes
 and says that:

1.0 He/she is (owner, partner, officer, representative, or agent) of
 _____, the Bidder that has submitted the
 attached Bid:

2.0 He/she is fully informed respecting the preparation and contents of the attached Bid and of all
 pertinent circumstances respecting such Bid;

3.0 Such Bid is genuine and is not a collusive or sham Bid;

4.0 Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection
 with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection
 with such Contract, or has in any manner, directly or indirectly sought by agreement, collusion or
 communication or conference with any other Bidder, firm or person to fix the price or prices in the
 attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the
 Bid price of any other Bidder or to secure through any collusion conspiracy, connivance or unlawful
 agreement any advantage against the Boston Redevelopment Authority or any person interested in the
 proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
 conspiracy, connivance or unlawful agreement on the part of the Bidder 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 _____, 20-- _____

Title

My commission expires:

<p>APPENDIX F: CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE</p>	<p>Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA</p>
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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:

_____ (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__.

Federal Identification Number _____ (Name)

By: _____

Title: _____

APPENDIX G: NONDISCRIMINATION AND AFFIRMATIVE ACTION	Martin J. Walsh, Mayor Timothy J. Burke, Chairman BRA Board Brian P. Golden, Director BRA
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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: _____