

RFP

Real Estate Development Consultant

Issued:	April 11, 2018
Issued by:	Cambridge Redevelopment Authority 255 Main Street, Eighth Floor Cambridge, MA 02142
Contact:	Tom Evans, Executive Director, tevans@cambridgeredevelopment.org
Questions Due:	Received in writing no later than April 20st
Proposals Due:	Received no later than 4:00 PM on April 30th
No. of Copies:	5 paper copies and 1 electronic copy, submitted to the address above

The Cambridge Redevelopment Authority (“CRA”) is seeking proposals from qualified firms or individuals to provide real estate advisory services. In particular, the consultant will assist the CRA in analyzing short-term and long-term real estate development strategies as part of a larger strategic planning process.

The CRA’s Strategic Plan projects a vision that states, *“Through strategic community investments and real estate projects, the CRA will be creating landmark places that integrate enduring urban design, vibrant civic spaces, and sustainable approaches to infrastructure and the built environment.”*

During its 60-year history, the CRA has conducted redevelopment projects throughout the city but its focus for the last several decades has been the development of Kendall Square. In partnership with the City of Cambridge, the CRA is looking at ongoing development opportunities throughout the city.

Prospective proposers must demonstrate the ability to provide the services described in this document, must meet all minimum requirements, and must submit a complete proposal. The successful respondent must be an Equal Opportunity Employer. A contract will be awarded within 90 days of the proposal submission date, unless the award date is extended by consent of all parties concerned.

The CRA reserves the right to reject any or all proposals or accept the proposal deemed to be in its best interest.

1. Background

The Cambridge Redevelopment Authority was founded on November 12, 1956 pursuant to the authority granted by what is now M. G. L. ch. 121B, § 3. In the Commonwealth of Massachusetts, redevelopment authorities are provided with broad powers to plan and implement activities needed to redevelop underutilized, deteriorated or blighted open areas, to encourage new development, and to promote sound growth. Over the years, the CRA worked on projects throughout Cambridge including the Riverview Project, the Rogers Block (Technology Square) Project, the Wellington-Harrington Neighborhood Renewal Project, the Walden Square Urban Renewal Project, the Alewife Feasibility Study, the Broad Canal Land Assembly Project, and most notably, the Kendall Square Urban Renewal Plan (“KSURP”). Since 1965, under the direction of the CRA, Kendall Square was transformed from a blighted area of empty and obsolete industrial space into a dynamic center of technology, commerce and academia. The CRA has more recently undertaken the Foundry Demonstration Project in East Cambridge, as well as other smaller scale neighborhood investment programs.

In 2012, the Cambridge City Manager appointed a new CRA Board which has in turn hired new staff focused on expanding the role of the CRA and rebuilding a strong relationship with the City. In 2013, the CRA engaged in a strategic planning process to create a clear framework for the role of the CRA in Cambridge. To this end, the Strategic Plan produced a new mission, a set of operating principles, and an organizational vision (see Attachment C and www.cambridgeredevelopment.org). The strategic plan set forth a program to expand the CRA's internal capacity, including consultant resources, to facilitate redevelopment projects. The CRA is in ongoing engagement with the City administration and the community regarding potential redevelopment projects and programs in the future.

2. Scope of Services

The CRA requests proposals from qualified consultants to advise on real estate and development strategies in the City of Cambridge for a variety of potential projects ranging from discrete sites to larger districts and for a mix of uses. The services will be on-call and may include advice on property acquisition, disposition, developer RFPs, feasibility analysis, affordable housing, retail programs, and market potential for new and rehabilitated development. The Consultant(s) will be expected to model development potential based on density, use, capital costs, operating costs, and revenues. They should bring experience in financing alternatives, funding sources, and incentive programs at the state and federal level, and advise on development models and public-private partnerships.

The CRA will utilize a house doctor contract and the CRA may, in its sole discretion, select more than one Consultant with which to contract. The duration of the house doctor contract(s) will be up to 36 months.

Work will be assigned, and fee increments approved in a series of discrete work orders. The CRA will draft a scope of work and request a specific response for each discrete scope.

3. Minimum Evaluation Requirements

Proposals that fail to meet all Minimum Requirements will be rejected from further review. The minimum evaluation criteria for this project are as follows:

- *The Consultant must submit all required information*
- *The Consultant must demonstrate evidence of ten or more years experience in real estate advising.*

4. Evaluation Criteria

The purpose of information requested in this section is to assist the CRA in evaluating the proposer's overall qualifications for this project. Proposers should provide the information requested below, in a brief yet complete narrative form, and can be supplemented with other material as described in Section 5, Submission Requirements. The evaluations will be based in large part on the qualifications of the lead consultant, which is defined to mean the point person designated by the individual or firm to work directly with the CRA.

The CRA will award a contract to the Consultant(s) offering the most advantageous proposal, taking into consideration all evaluation criteria, as well as billing rates. Finalists may be required to appear for an interview.

a. *Experience and Qualification of Personnel*

Provide a brief summary of the qualifications of the personnel to be involved in the engagement. The Consultant should have been involved in real estate development and/or real estate advising at for at least ten (10) years, with substantial experience work for municipalities, non-profit developers, redevelopment authorities or similar public agencies.

b. *Experience of the Firm*

Provide a brief history of the participation of the firm in similar projects. The proposer may show examples of successful real estate projects and/or programs over a period of ten years or more, with a focus on urban markets.

c. *Provision of Required Elements*

The proposal should indicate that the firm has expertise in a range of development types, land uses, and scales. If the lead consultant does not have knowledge and experience in any specific area, indicate how sub-consultants on the team would be utilized.

d. *Experience in Cambridge and Boston*

Present a detailed description of the lead consultant and firm's experience and understanding of real estate and market conditions in Cambridge, Boston, and the surrounding metropolitan area.

e. Quality of References

Provide recommendations from three references, including at least one governmental entity, which can comment substantively on their experiences with the firm and with the proposed personnel.

f. Quality of Previous Work

Provide information about two previous projects that are similar to work proposed in this scope.

5. Submission Requirements

Five paper copies and one electronic copy of all materials are required. Proposals should provide information in sufficient detail and be organized so that the CRA can conduct an informed and fair selection process. The narrative portion of the submittal should not exceed 12 pages and can be supplemented with supporting documentation.¹ Proposals received after the specified time will not be accepted or recognized.

To be complete, the proposal must include the following information:

1. Legal name and contact information
2. Understanding of project requirements and approach, based on evaluation criteria
3. Information on all team members (background, certification, experience in similar projects)
4. Qualifications and project experience
5. Price proposal with billing rates of proposed team members (see below)
6. At least three references
7. Evidence, type, and amount of professional liability insurance covering negligent errors, omissions, and acts of any person or business entity for whose performance consultant is legally liable arising out of performance of such contracts. Certification regarding required insurance will be required at the execution of the contract.
8. Completion of the attached non-collusion and tax statements

¹ The narrative portion of the response is the description of the team, its qualifications, experience and understanding of the project (Paragraphs 4a-d).

6. Price Proposal

In a separate envelope clearly marked "Price Proposals", firms or individuals must provide an hourly fee schedule for all personnel for the 36-month period: the fee should be on an hourly basis for each labor category and include all expenses.²

On a separate page, please include hourly rates for any components intended to be sub-contracted and names of sub-contractors, and any other relevant information. Include the name of the proposer on each such page to be submitted.

Attachments

- A:** Standardized Contract Terms and Conditions
- B:** Non-Collusion and Tax Compliance Statement Form
- C:** CRA Strategic Plan Excerpt

² Disclosure of salary information will be required to assure that consultant teams are meeting the minimum requirements of Cambridge's Living Wage Ordinance. While not subject to Chapter 2.121 of the Cambridge Municipal Code, the CRA requires its contractors to follow suit.

Attachment A: Standardized CRA Contract Terms and Conditions:**ARTICLE I - Statement of Purpose of Agreement; Term****Section 101 – Purpose of Agreement**

This Agreement is intended to set forth the agreement between the Parties pursuant to which the Consultant will provide the Consultant's Work to the CRA and the CRA will reimburse the Consultant accordingly.

Section 102 – Term

The term of this Agreement (the "Term") shall begin as of _____ and shall continue through _____. Notwithstanding the foregoing, the CRA may terminate this Agreement with or without cause by providing to the Consultant written notice of termination not later than thirty (30) days prior to the effective termination date. In such event, this Agreement shall terminate at the end of the thirty day period, and the CRA shall pay to the Consultant so much as is owed for the Consultant's Work completed through the date of termination.

ARTICLE II - CRA OBLIGATIONS**Section 201 – Request to the Consultant**

The CRA hereby requests that the Consultant perform the Consultant's Work in accordance with the requirements of this Agreement.

Section 202- Scope of Consultant's Work

The CRA agrees that it will make no material change to the Consultant's Work without the prior written approval of the Consultant in the form of an amendment to this Agreement.

Section 203 – Payment for Consultant's Work

Upon receipt of an invoice for a portion of Consultant's Work, the CRA shall pay such invoice in accordance with the terms of this Agreement.

ARTICLE III- CONSULTANT OBLIGATIONS**Section 301 - Provisions for the Consultant**

The Consultant shall provide the necessary personnel, equipment and materials to the CRA in an amount, at a time, and in a manner sufficient to pursue and complete the Consultant's Work in accordance with the best professional practice and consistent with the duty of care owed to the CRA. The Consultant represents that it is qualified to perform the Consultant's Work.

Section 302 – Office; Availability of Consultant Personnel

The Consultant shall maintain an office located within the confines of the Commonwealth of Massachusetts. Such office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this Agreement. Prior to the beginning of the Consultant's

Work, the Consultant shall submit for CRA approval the names, resumes, titles and salary rates of all personnel to be assigned to the Consultant's Work which shall be consistent with Consultant's proposal in all respects. Any subsequent increase in salary rates shall require the written approval of the CRA.

Section 303 – Schedule for Completion of the Consultant's Work

The Consultant shall begin performance of the Consultant's Work promptly and shall complete the Consultant's Work without delay. All work shall be performed by the Consultant in accordance with the schedule as shown in Exhibit A.

Section 304 – Insurance and Indemnification

The Consultant shall carry insurance as set forth in Exhibit B. All policies shall indemnify and save harmless the CRA, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from errors and omissions in the work performed by the Consultant after the starting date of and under the terms of this Agreement. All policies shall include coverage in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until all data is turned over to the CRA. A certificate showing that it is carrying the required insurance shall be submitted to the CRA for filing. The CRA shall not be obligated to make any payment to the Consultant for services performed under the provisions of this Agreement before receipt of such evidence of insurance coverage.

No cancellation of such insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CRA at least twenty (20) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of addressee requested, shall be sufficient notice. An affidavit from any officer, agent or employee, duly authorized by the insured, shall be prima-facie evidence that the notice was sent.

The Consultant shall be liable for all damage caused by errors or omissions in the Consultant's Work or in the work of its subcontractors, agents, or employees performed under this agreement. The Consultant expressly agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the CRA beyond such as may legally exist irrespective of this Article or Agreement.

ARTICLE IV- REIMBURSEMENT AND TOTAL MAXIMUM OBLIGATION

Section 401- Payment for Consultant's Work

Not later than thirty (30) days following its receipt of each portion of the Consultant's Work and an invoice consistent with such work, the CRA shall pay to the Consultant the approved cost of such invoice.

Section 402 – Total Maximum Obligation

The total maximum obligation to be incurred by CRA pursuant to this Agreement shall not exceed, without further amendment and agreement of the Parties, _____.

ARTICLE V - REPRESENTATIONS

Section 501 – Qualifications

The Consultant represents that it is qualified and shall at all times remain qualified and shall only retain third parties that are qualified to perform and complete the obligations in this Agreement; and that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient profession liability; and other appropriate insurance to cover the performance.

Section 503- Standard of Care

The Consultant certifies that performance under this Agreement, in addition to meeting its terms, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Section 504 – No Collusion

The Consultant certifies that this Agreement has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Agreement.

Section 505 – Public Records Law

The Parties acknowledge that deliverables and other documents produced under this Agreement may be subject to the Federal Freedom of Information Act or the Massachusetts Public Records Law, or both, and each agree to comply with such law(s) in every respect.

Section 506 – Release and Ownership of Materials

No copies of data or plans, including material in the formative stage are to be released by the Consultant to any other person or agency, except after prior approval of the CRA. All press releases including plans and information to be published in newspapers, magazines, and other news media are to be through CRA sources only. All materials prepared by the Consultant for the purpose of performing the Consultant's Work shall be owned by the CRA. During the performance of the Contract, such material shall be maintained by the Consultant; the CRA will have full access to such materials with copies available to the CRA upon request.

ARTICLE VI - MISCELLANEOUS MATTERS

Section 601 – Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the CRA, or a duly authorized contracting officer of the Consultant, and shall be deemed delivered if mailed, postage prepaid, by certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party.

Section 602 – Authorized Representatives

The Parties agree to cooperate with each other reasonably, actively and in good faith and in any other way not specifically set forth in this Agreement. For the purpose of this Agreement, The CRA hereby appoints _____ ((617) _____, _____@_____) as its Authorized Representative, the Consultant hereby appoints _____ ((____) _____, _____@_____) as its Authorized Representative. Each Authorized Representative shall be authorized to negotiate and approve actions taken under this Agreement on behalf of their respective organizations, and shall be authorized to initiate, execute and deliver any correspondence relating to this Agreement which is not specifically required by its terms. .

Section 603 - Counterparts

This Agreement may be executed in multiple counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The Agreement, including the Exhibit made a part of this Agreement, constitutes the entire agreement of the Parties with respect to the matters referenced herein, and supersedes all prior dealings and agreements, written or oral, between the Parties with respect to such matters.

Section 604 – Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all Parties, and shall terminate on the last date of each Parties' compliance with each of the obligations set forth herein.

Section 704 – Respective Authorizations

The Parties each represent to each other that the persons executing this Agreement on their behalf have been duly authorized to do so. This Agreement may be amended from time to time only in writing executed by the Parties

The Consultant and the CRA have respectively caused this Agreement to be duly executed as a sealed instrument as of the day and year first above written.

ATTACHMENT B: CAMBRIDGE REDEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS
ANTI-COLLUSION/ TAX COMPLIANCE STATEMENT

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

As required by M.G.L. Chapter 62C, Section 49A, the undersigned further certifies under penalty of perjury that the bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Name and title of person signing proposal

Date

Name of business

Address

RETURN THIS FORM WITH YOUR PROPOSAL

Attachment C: CRA Strategic Plan Excerpt - Mission, Operating Principles and Vision

MISSION: The Cambridge Redevelopment Authority is committed to implementing imaginative, creative initiatives to achieve social equity and a balanced economic ecosystem. We work in the public trust to bring a human dimension to development improving the quality of life for residents, businesses, employees, and visitors. Our goal is to balance economic vitality, housing, and open space to create sustainable communities through new and revitalized infrastructure and development. We are an independent, agile public authority bringing a unique set of redevelopment tools to work in close partnership with the City of Cambridge and other organizations.

OPERATING PRINCIPLES

1. **Act:** Complement the City's planning role by focusing on implementation using redevelopment tools imaginatively.
2. **Operate with transparency:** Be visible and foster face-to-face relationships and a forum for discussing ideas.
3. **Maximize the public benefit:** Serve a broad public purpose with ethically sound practices in partnership with the City and others.
4. **Operate with fiscal responsibility:** Use our independent resources wisely to accomplish our mission.
5. **Set an example:** Through our actions, advance thinking on issues with long-term consequences and within a larger context, be innovative yet with an awareness of history.

VISION: IN FIVE YEARS . . . Through strategic community investments and real estate projects, the CRA will be creating landmark places that integrate enduring urban design, vibrant civic spaces, and sustainable approaches to infrastructure and the built environment.

With its unique ability to merge the public interest with private sector expertise and to integrate socio-economic goals with market opportunities, the CRA will have made significant contributions to the quality of the life for residents, employees, and visitors. The CRA staff will work in close partnership with the CDD and other City staff, and will manage a mixed workload that includes property management, real estate transactions, project management, community investment programs, design review, and longer-range strategic initiatives for key redevelopment areas.

The CRA will be respected by residents, the business community, the City and other partners for its ability to act nimbly, to implement planning recommendations, and to improve the built environment of Cambridge. It will be a relatively small yet efficient, independent operation, with a well-regarded Board that will be responsive to community concerns and will ensure that its decisions are transparent and sound.

A unique strength of the CRA will be its ability to negotiate and develop real estate to achieve public goals, especially district scale projects that involve infrastructure, mixed-income, and mixed use. The CRA will also be able to invest in small-scale initiatives related to its mission. As a redevelopment authority, the CRA will be financially independent and stable, able to steward public and private funding sources and maintain a longer-term vision that has continuity through political cycles.