

# REQUEST FOR PROPOSALS



Rose Kennedy [Greenway.org](https://www.greenway.org)

## 2023/24 Greenway Winter Lights Program

Submissions Due – **Friday, April 28, 2023**

**Rose Kennedy Greenway Conservancy**

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## **I. KEY INFORMATION FOR BIDDERS**

### **A. OVERVIEW OF THE GREENWAY AND CONSERVANCY**

The Rose Fitzgerald Kennedy Greenway ([www.rosekennedygreenway.org](http://www.rosekennedygreenway.org)) (The Greenway) is a contemporary public park in the heart of Boston and welcomes millions of visitors annually to gather, play, unwind, and explore. The Greenway Conservancy (the “Conservancy”) is the non-profit responsible for the management and care of The Greenway. The majority of the public park’s annual budget is generously provided by private sources.

The Conservancy envisions a vibrant, inclusive, and evolving gathering place that offers

- healthy green space,
- fun, engaging, and thought-provoking experiences, and
- a testing ground for new ideas.

We pursue our mission through

- park care that sustains year-round beauty, ensures safety, and models environmental stewardship;
- robust programming that showcases and supports the ingenuity and breadth of our community;
- temporary exhibitions of contemporary public art that facilitate artistic experimentation and speak to our current moment;
- raising the standard of excellence for urban park management.

The Greenway is a public park, and the Conservancy strives to make The Greenway and the Conservancy more diverse, equitable, and inclusive through every aspect of our work.

The Greenway is one of the most visited attractions in the Commonwealth. Prior to the COVID-19 pandemic, more than 1.4M trackable visitors attended The Greenway’s offerings each year, and millions more casually enjoyed the park. The 17-acre Greenway is one of only a few urban parks nationwide that is maintained organically, providing beautiful lawns and gardens to complement the six fountains.

The Greenway typically hosts more than 400 free programs annually—from free fitness classes to movie nights to the Greenway Artisan Market showcasing the work of local artisans. Partnerships with nonprofit partners like Celebrity Series Boston and the Boston Lyric Opera have brought free, world-class performances to the public. The Conservancy’s Public Art Program has become a leader in presenting temporary exhibitions of contemporary public art. The rotating artwork ensures new perspectives and ideas can be explored, celebrating the work of local, national, international, emerging, and established artists. Our nationally recognized food truck program, free Wi-Fi, moveable furniture, and seasonal planters have created welcoming and engaging spaces for all. Our dedicated Park Rangers regularly patrol The Greenway and ensure the safety and enjoyment of the park. The one-of-a-kind Greenway Carousel at The Tiffany & Co. Foundation Grove, with rides designed by local school children to represent local land and water creatures and fabricated by a local sculptor, is the most accessible in New England, welcoming individuals with physical, cognitive and sensory disabilities.

**B. OVERVIEW OF OPPORTUNITY**

The Conservancy seeks a partner that will build on The Greenway’s reputation of contemporary, creative activation by developing a high quality winter lights installation that will welcome visitors and residents to enjoy the park from mid-November through February. Well known for its lush organically maintained landscape during the warmer months, The Greenway can also be a memorable winter destination. From a horticulture perspective, the plantings and trees provide four season interest in concert with Boston’s diverse and engaging urban architecture. Programming continues throughout the winter and public art is constantly evolving within the park. The successful Responder will illuminate all of the existing dimensions that the Greenway has to offer in winter, while adding a new element of engagement for visitors. This exciting opportunity is spearheaded by the Capital Projects Department.

The successful Responder will design, install, and maintain the lights activation in collaboration with the Conservancy. A strong design will amplify The Greenway’s identity as a contemporary, engaging, and accessible destination in downtown Boston.

As a park, The Greenway has cultivated a sense of adventure and experimentation. The Responder should approach the design with innovation, whimsy and exploration; what color palettes are interesting, what objects to illuminate, is this also an opportunity to highlight art, architecture, and/or landscape? Are there ways of incorporating diverse and varied cultural traditions or celebratory moments? These interests and more should be balanced with public safety and accessibility.

**C. WINTER LIGHTS LOCATIONS & TECHNICAL SPECIFICATIONS**

**I. LOCATIONS:**

The Greenway is a 1.5 mile linear park extending from Auntie Kay and Uncle Frank Chin Park in Chinatown, at the corner of Kneeland and Surface Road, to North Meadow on the Greenway in the West End, North End and Bulfinch Triangle neighborhoods. North Meadow ends at Beverly Street North Washington Street and Valenti Way. A map of The Greenway parcels is attached to this RFP (Exhibit A). While we consider the entire Greenway for possibilities associated with this opportunity, there are key areas that a successful activation would engage with. Those areas include:

Parcel 2 (North Meadow on the Greenway)	Parcel 8	Parcel 10
Parcel 17	Parcel 18	Parcel 22 (Dewey Square)
Chin Park in Chinatown		

Creative approaches to other parcels will be encouraged and considered as budget allows.

**II. TECHNICAL SPECIFICATIONS:**

The Rose Kennedy Greenway is a dynamic public realm that is the result of the historically complex Central Artery/ Tunnel Project. As such, electrical service and infrastructure varies throughout the park parcel to parcel. A summary of the service at each location is listed in Exhibit A. It is expected that some electrical work may need to be considered and completed for a successful winter lights activation. To this end, one pre-bid on-site walkthrough is scheduled for the opportunity. RSVP

information for the walkthrough as well as the date is included in the process, key dates and instruction portion of this RFP.

**D. TERM & BUDGET**

The Conservancy anticipates collaborating with the successful Responder to activate the park with winter lights from mid November 2023 through February 2024. The entire budget for this project is \$150,000 and is inclusive of any needed preparatory electrical and infrastructure improvement, design and maintenance.

**E. OVERVIEW OF THE RFP PROCESS AND KEY DATES**

Responses to this RFP are due **Friday, April 28, 2023 at 5:00 pm**. There is no submission fee required.

The Conservancy will review applications, conduct interviews, and intends to award a contract by **Tuesday, May 30, 2023**. The following schedule is subject to change in the Conservancy’s sole discretion.

**RFP SCHEDULE & KEY PROGRAM DATES:**

PHASE	DATE
RFP emailed out and posted on the Conservancy <a href="#">website</a>	Friday, March 10, 2023
Walkthrough of Parcels RSVP <a href="#">here</a>	Wednesday, April 5, 2023 10:00 am – 12:00 pm
Any clarifying RFP questions due via email	Monday, April 10, 2023 5:00 pm
Answers posted on Conservancy website	Friday, April 14, 2023 5:00 pm
<b>Submission Due</b>	<b>Friday, April 28, 2023 5:00 pm</b>
Review of submissions begins	Monday, May 1, 2023
Interviews	Monday, May 15th 9:00 am – 12:00 pm
<b>Partner selected</b>	<b>Tuesday, May 30, 2023</b>
Contract execution	Friday, June 9, 2023
Design, budget refinement and preparatory electrical work and installation	Monday, June 12, 2023 – Friday, November 3, 2023
Installation	Monday, November 6, 2023 – Friday, November 17, 2023
Monitoring and maintenance of winter lights activation	Saturday, November 18, 2023 – Sunday, February 25, 2024
De- install	Monday, February 26, 2024 – Friday March 8, 2024

## F. CRITERIA FOR SELECTION

The Conservancy will award a contract to the Responder that offers “Best Value” to the Conservancy. For purposes of this RFP, Best Value is deemed to mean the proposal, as determined by the Conservancy in its sole discretion, which best balances and supports the criteria set forth below.

RFP responses will be evaluated based on the following criteria, and such other criteria as the Conservancy may deem relevant:

<b>Evaluation Criteria</b>	<b>Weight</b>
Fit of initial lighting concept with Conservancy goals and standards of excellence.	20 points
Capacity to deliver design, installation, and maintenance within the provided budget, timeline and safety standards.	20 points
Demonstrated track record of delivering similar services.	15 points
Commitment to Diversity, Equity and Inclusion in approach to work and/ or team composition	15 Points
Ability to deliver the indicated service (especially: experience with winter lights design, installation and maintenance).	15 points
Create an experimental destination exhibit fit for attracting visitors.	10
Boldness of vision.	5
<b>Total</b>	<b>100 points</b>

## **INSTRUCTIONS**

- All Responders should read and understand all sections of this RFP document.
- All responses must be consistent with the guidelines in the Appendix. Please note the Insurance Requirements.
- Any questions about the RFP must be received to [info@rosekennedygreenway.org](mailto:info@rosekennedygreenway.org) by **Monday, April 10, 2023 at 5:00 pm.**
- Please submit a completed RFP proposal by **5:00 pm Friday, April 28, 2023.**

## **II. APPLICATION**

### **A. CONTACT INFORMATION**

1. Primary Contact Name
2. Email
3. Phone Number
4. Address
5. Company Name
6. Is your company a certified minority- or women-owned business?
7. Environmental standards/certifications? (LEED, etc.)?

## **B. RELEVANT EXPERIENCE AND QUALIFICATIONS**

1. Relevant Experience: Describe previous experiences and successful projects of the Responders with the type of lighting installation proposed, especially any outdoor operations experience. Please include descriptions of key staff and anticipated contractors (500 words)
2. Visual Portfolio: Please provide web links to (or a PDF file of) a visual portfolio containing images and short descriptions/captions of at least 2-3 previous projects that demonstrate Responders' qualifications and abilities to successfully design, plan, realize projects of this scale and standard.
3. Additional Information: Please provide web links to any additional relevant media (traditional or social) about the owners or their businesses.
4. References: Provide contact information for three references of clients and/or organizations that can attest to your ability to successfully complete a project of comparable magnitude and complexity. References should have had firsthand work experience with your company within the past 10 years.

## **C. CONCEPT (<1000 words & relevant visuals)**

The Conservancy seeks original and innovative proposals for contemporary winter lighting design that will complement The Greenway's parks and engage park visitors.

Please describe your preliminary Winter Lights concept that address the following:

1. Vision
  - a. Propose your initial concept and the background and inspiration behind it.
  - b. Explain why you think your proposed concept will work in this space and in concert with or complement to nearby light programs.
  - c. Highlight how your vision aligns with the above evaluation criteria.
  - d. Please include 4-6 high resolution images and/or renderings of the proposed concept (understanding that it may shift and change over time).
2. Site Plan and Timeline
  - a. Share your ideas for the lighting of areas you hope to utilize and any electrical needs or improvements. Include images and/or renderings as deemed necessary.
  - b. Lay out your specific timeline for planning and installation, including site access, mobilization, etc.

Responders must certify that they have no outstanding code or other regulatory violations with the following City of Boston agencies: Health Department, Fire Department, Transportation Department, Code Enforcement Division, and Public Works Department. Responders must state whether they have been cited for illegal vending activities in the last five years; if so, a written explanation of the charges and outcome must be included.

### **III. ADDITIONAL INFORMATION ON SELECTION PROCESS**

The Conservancy reserves the right to reject any or all Responses if it determines that such action is in the best interest of the Conservancy. The Conservancy reserves the right to modify, suspend or cancel this procurement at any time at its sole discretion. Responses which do not meet basic requirements or those which fail to meet minimum standards on any single evaluation criteria may be disqualified. In addition, the Conservancy may reject any response that contains contingencies, additions not called for, omissions, errors, or irregularities of any kind; provided, however, that the Conservancy reserves the right to waive any and all informalities or irregularities, and may elect to accept any omitted materials or information subsequent to submission.

Responders retain copyright to all application materials, including but not limited to images of past work or past proposals, and writing, renderings or images of proposed work. Please note that the Conservancy may be subject to requests of disclosure pursuant to the Massachusetts Public Records Law, and in those cases, The Conservancy will have no obligation to treat information submitted to it in response as confidential

After receipt of proposals, the Conservancy may, at its discretion, interview one or more Responders, during which time such Responders will have the opportunity to present its proposal and respond to questions; no statement by a Conservancy employee at any such interview is binding on the Conservancy. The Conservancy reserves the right to award final contracts on the basis of initial offers received, without discussions or requests for best and final offers. Selection of a Responder does not imply that every element of that proposal has been accepted.

The Responder's proposal may be incorporated into a final contract between the Conservancy and the selected Responder. If a Responder is selected but proves unable to meet requirements necessary for contract signing, the Conservancy reserves the right to select another Responder. Responders not selected within this RFP process may be engaged for future opportunities that arise.

The Conservancy will not be responsible under any circumstances for any costs incurred by any Responders to this RFP.

### **IV. APPENDIX**

#### **A. PROCUREMENT AMENDMENTS**

The Conservancy may, at any time prior to the execution of a definitive contract, and without penalty, amend an RFP or change the procurement requirements, scope, budget or procurement schedule upon notice to Responders. Any amendment shall be issued by means of written addendum. Any and all addenda so issued shall become part of the RFP.



## **B. PROCUREMENT CANCELLATION**

The Conservancy may for any reason, and at any time prior to the execution of a definitive contract, and without penalty, notify Responders of a cancellation of a competitive procurement process and the rejection of all proposals.

## **C. CORRECTIONS TO A SUBMITTED RESPONSE**

The Executive Director of the Conservancy shall determine whether to allow the correction of non-material errors or omissions in a response. Non-material errors or omissions are matters of form rather than substance and may include clerical errors or minimal or insignificant mistakes that can be corrected without prejudice to other Responders.

## **D. REFERENCES**

The Conservancy shall have the right to request references, in addition to any references or examples of past projects specified in the RFP, at any time during the procurement process and at any time during the period of contract performance. The Conservancy may verify any references included in a Responder's proposal and conduct any other reference or credit checks as it deems appropriate. The Conservancy may consider any written references, including documentation of performance records of a Responder on file at the Conservancy or solicited from any other entity, documentation of reference checks or other documentation solicited by or submitted to the Conservancy during the procurement process.

## **E. DISQUALIFICATION**

I. The Conservancy may disqualify any proposal that it determines to be unresponsive, including, but not limited to:

- Proposals which are received after the deadline for submission specified in an RFP.
- Proposals that fail to meet, address or comply with material requirements in an RFP, including instructions for submission, content or format.
- Proposals which indicate collusion or unfair trade practices by one or more Responders agreeing to act in a manner intended to avoid or frustrate the process described herein or any law or regulation.
- Proposals submitted by a Responder, or which identify as a subcontractor, currently listed on the Conservancy's "Non-Qualified Contractor" list.
- Proposal submitted by a Responder which has an actual or potential conflict of interest, as determined by the Conservancy's Audit and Risk Management Committee, based on the information disclosed on the proposal or on any other credible information regarding the Responder obtained from any reference or other source.
- The failure of the Conservancy to reject a Responder whose proposal is otherwise non-responsive or unacceptable shall not preclude the Conservancy from subsequently rejecting such proposal.

**II.** In addition to the foregoing, a selected Responder shall be disqualified if the Conservancy determines that the Responder:

- is intentionally or unreasonably delaying the timely execution of a definitive agreement;
- negotiates in bad faith;
- refuses to execute a definitive agreement; or is unable to reach final agreement on contractual terms with the Conservancy within a reasonable time as determined by the Conservancy.

**III.** If a selected Responder's proposal is disqualified for any reason, the Conservancy may negotiate a contract with the next Best Value qualified Responder.

## **F. DISCLOSURE**

No Responder shall make any news release or announcement, or hold any press conference, concerning its selection or non-selection for a contract prior to the Conservancy's public release of said information.

As a non-profit committed to transparency and subject to the Public Records Law, bidder's proposals may become public information at some point.

## **G. CONTRACT AND AMENDMENT NEGOTIATION**

The Conservancy may negotiate with the selected Responder prior to execution of a contract, and with the Responder after a Contract has been executed, as follows:

**I.** The language of the RFP shall determine what elements of contract performance or cost, within the scope of the original RFP and a Responder's Proposal, may be negotiated.

**II.** The Conservancy and a selected Responder may negotiate a change in any element of contract performance or cost, identified in the original RFP or the Responder's Proposal which results in lower costs or in a more cost effective or better value than was presented in the Responder's originally-selected Best Value Proposal.

**III.** This contract shall require that the selected Responder provide the Conservancy with notice of any actual or potential conflict of interest that arises in connection with its performance of the contract as a result of obligations it has to another client or as a result of any other business relationship, and shall reserve the right of the Conservancy to terminate this contract as a result of any such potential or actual conflict of interest.

## **H. WORK QUALITY**

Quality Assurance and Quality Control shall be carried out by the Responder. If any substandard work or contractor-damaged property is discovered after installation, these defects shall be repaired or replaced by the Responder at no additional cost to the Conservancy.

Quality Assurance and Quality Control, consistent with industry commercial standards, shall be carried out by the Responder. If any substandard work or Responder-damaged property is discovered after installation, these defects shall be replaced by the Responder at no additional cost to the Conservancy.

The Responder is responsible for taking all necessary precautions to protect the public during the commencement of their work. This includes installing physical barriers, dust containment, proper signage when necessary, etc. The Responder assumes responsibility and liability for safe operation. Responder acknowledges that The Greenway is an active public park likely to be populated at all times with pedestrians and members of the public. Responder agrees to exercise the level of care appropriate to these circumstances and to employ every measure necessary to minimize danger to such pedestrians and other members of the public. The Responder must report any notices of health violations or other infractions received from The City of Boston or other authorities to the Conservancy. Failure to notify the Conservancy may result in a fine or termination of this Agreement.

## **II. COVID-19**

Responders shall work within the Conservancy's COVID-19 guidelines listed below:

- Responders are required to comply, at its sole expense, with all applicable federal, state, and local laws, regulations, governmental orders, health and safety guidelines, and permit requirements, including without limitation those related to the COVID-19 pandemic, whether any of the foregoing are issued by the Centers for Disease Control and Prevention (CDC), Occupational Health and Safety Administration, or other federal authorities, by the Commonwealth of Massachusetts, or by the City of Boston. The Conservancy and Contractor will coordinate with each other and any third parties, as applicable, to determine whether work must be suspended, rescheduled, or canceled. Responders acknowledge that due to evolving conditions and governmental orders and other responses, the Conservancy reserves the right to suspend, reschedule, or cancel the work, with or without advance notice and without liability to the Responders. Responders further acknowledge that the Conservancy may suspend, reschedule, or cancel the work without liability to Responders if Responders are not in compliance with any of the foregoing requirements.

The above is not a complete list and guidance may evolve. Refer to City of Boston, Commonwealth of Massachusetts (including those currently accessible [here](#)), and federal (including CDC) laws, regulations, order, protocols, and guidelines for further information. Applicable guidelines MUST be adhered to by all workers when working on The Greenway and for the Conservancy. If the Conservancy observes Responders or any of its personnel not complying with these guidelines, the Conservancy may require that the Responder or such personnel cease work on The Greenway and leave the premises.

## **I. INSURANCE REQUIREMENTS**

### **I. INDEMNIFICATION**

The Responder hereby agrees to defend, indemnify, and hold the Conservancy, the City of Boston, and the Massachusetts Department of Transportation, any event sponsor as selected by the Conservancy (if applicable) and any successor of the foregoing entities, and including elected and appointed officials, as well as the agents, directors, officers, employees and contractors of the same entities, harmless from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience arising from or in connection with any act or omission of provider or its agents, directors, officers, employees or contractors. If any proceeding is filed for which indemnity is required hereunder, the provider agrees, upon request therefore, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party. These defense, indemnity, and hold harmless obligations of the provider shall survive the expiration or earlier termination of this Agreement.

### **II. TYPES OF INSURANCE**

The following insurance requirements represent the minimum required insurance coverages and limits. It is understood that these limits do not limit the liability of the provider.

#### **1. WORKERS COMPENSATION**

Responder shall maintain the following workers compensation limits:

Coverage A Workers Compensation: Statutory as Required by Massachusetts Law

Coverage B Employers Liability:

- bodily injury by accident \$500,000 each accident
- bodily injury by disease \$500,000 each employee
- bodily injury by disease \$500,000 policy limit

#### **2. PROPERTY**

Responders must secure property insurance on an all risk basis, subject to full replacement cost for all property used in conjunction with Responder's operations with the Conservancy. Such insurance should contain a waiver of subrogation stating Responder waives all rights of subrogation against The Conservancy for loss to Responder's property. It is agreed that the Conservancy is not responsible for any loss whatsoever to the Responder's property.

#### **3. AUTOMOBILE LIABILITY**

Responders shall maintain the following minimum limits of automobile liability insurance:

- \$1,000,000 per accident, bodily injury and property damage combined

Coverage must include non-owned and hired liability.

#### **4. GENERAL LIABILITY**

Responder shall maintain the following minimum limits of general liability insurance:

- \$1,000,000 per occurrence for bodily injury and property damage
- \$5,000 medical expense
- \$1,000,000 personal injury
- \$2,000,000 general aggregate
- \$1,000,000 products / completed operations

Coverage must be equivalent to ISO Form CG 01 01.

Coverage must be provided on a first dollar basis without a deductible.

General liability policies subject to a deductible will need to be approved by The Conservancy.

#### **5. UMBRELLA**

Responder shall maintain the following umbrella limits:

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

Self Insured Retention: Not to exceed \$10,000.

Coverage should be equivalent or broader than the coverage afforded on the underlying general liability, automobile liability and employers liability grant within the workers compensation policy.

### **III. OTHER REQUIREMENTS**

Certificates of Insurance evidencing the above required coverages must be provided to the Conservancy at the execution of contract. Certificates of Insurance must be provided naming the following entities as Certificate Holders:

- Rose Fitzgerald Kennedy Greenway Conservancy, Inc.; 185 Kneeland St.; Boston, MA 02111
- City of Boston; One City Hall Square; Boston, MA 02201
- Massachusetts Department of Transportation; 10 Park Plaza, Suite 3170; Boston, MA 02116

Insurance Carriers must be authorized to write business in the Commonwealth of Massachusetts and have a minimum AM Best Rating of A- VII. Certificates must specify the current AM Best Rating of each insurance carrier providing insurance to the provider.

Certificates must also specifically state the above entities are named as additional insureds on the general liability, automobile liability, and umbrella liability policies. The certificate must also state that the coverage is being afforded to the additional insured on a primary and noncontributory basis.

All policies required must include a waiver of subrogation, waiving all of the provider's rights against the Conservancy, The City of Boston, and the Massachusetts Department of Transportation. Certificate must note the same. The workers compensation policy must be specifically endorsed as such.

The certificate should indicate that 30 days' notice of cancellation or nonrenewal to each certificate holder will be provided. Any "endeavor to provide notice" should be deleted. The policies must be specifically endorsed to provide notice to the certificate holders.

Failure to provide property and casualty insurance certificates meeting the requirements detailed herein could result in revocation of acceptance and denial of access to The Greenway.

All insurance required must be maintained throughout the duration of the contract. If at any time during the Term of Responder's contract with the Conservancy evidence of current insurance is not on file with the Conservancy, then the Responder's right to occupy its designated Location(s) and provide Services will be suspended until the Responder provides the Conservancy with acceptable evidence of the required insurance.

**EXHIBIT A-** DESCRIPTION OF AREA TO BE SERVICED

**List of locations of work**

<a href="#">Parcel 2</a> (North Meadow on the Greenway)	<a href="#">Parcel 8</a>	<a href="#">Parcel 10</a>
<a href="#">Parcel 17</a>	<a href="#">Parcel 18</a>	<a href="#">Parcel 22</a> (Dewey Square)
<a href="#">Chin Park in Chinatown</a>		

**Overall parcel map**

[MAP](#)

**All Individual parcel maps-**

Power Provisions Illustrated on Maps

[MAPS](#)