



Rose Kennedy Greenway Conservancy

Climate Change Asset Management Plan Request for Proposals

Response Deadline: **December 13th, 2019**

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I. PROJECT OVERVIEW

The Rose Kennedy Greenway Conservancy (the Conservancy) is seeking a plan to manage and protect vulnerable physical assets from the damaging effects of climate change, and understand how the Conservancy can adopt more environmentally sustainable practices. The Conservancy is seeking a professional engineering, planning, design, and environmental services firm to study, design, and estimate costs for the implementation of these initiatives. **RFP Submittals are due by December 13th, 2019.**

II. PROJECT DESCRIPTION

The effects of climate change increasingly threaten the City of Boston and its waterfront. The Rose Kennedy Greenway, located just one block inland from the Downtown Boston Waterfront, and built atop Massachusetts Department of Transportation's I-93 tunnel, has started to experience the direct consequences of increasingly frequent and violent storm surges and other physical effects of climate change.

A historic storm surge in January 2018 caused floodwaters to encroach upon the outer edges of The Greenway for the first time. The sea water advanced until it met the curb at State Street, and came close to submerging one of The Greenway's most prized physical assets: Rings Fountain, and its associated underground controls and utilities. As the frequency and strength of these storms increases, what areas on The Greenway are most vulnerable? What can the Conservancy do to protect valuable assets and increase overall resilience?

The goal of the project is to identify vulnerable zones on The Greenway, pinpoint valuable assets within these zones, and develop actionable resilience plans to protect these assets. The Consultant will administer a risk assessment process grounded in formal analysis. The Consultant will incorporate findings from existing climate resiliency reports, and relate their work to that of the City of Boston's ongoing Climate Ready Boston project, and the Massachusetts Department of Transportation's (MassDOT) relevant initiatives.

Along with resiliency measures, the Conservancy seeks to adapt operations practices to decrease its contribution to climate change. Taking into account the Conservancy's current practices, what is the Conservancy's carbon footprint? How can the organization decrease that footprint? How can operations practices be more environmentally sustainable?

The planning team will administer an assessment of the Conservancy's contributions to climate change. Starting with a carbon footprint analysis, the Consultant will compose a series of recommendations for how the Conservancy can adapt operations practices to reduce its contributions to climate change.

III. PROJECT SCOPE

This project will be divided into three concurrent phases. Phase One will be a resiliency analysis for The Greenway's physical assets. Phase Two will be recommendations for resilience measures. Phase Three will be a carbon footprint analysis, and operational adaptation and sustainability strategy.

3.1 PHASE 1: ASSET VULNERABILITY ASSESSMENT

For this project, the planning team is asked to provide an inventory of which assets are at highest risk due to climate change impacts. In producing this inventory the planning team will follow these guiding objectives:

- Consider asset vulnerability for 2020, 2030, 2050, and 2100.
- Account for effects such as sea level rise, heat island effects, groundwater table rise, tidal inundation, storm surges, extreme precipitation, winter weather, and heatwaves.
- Include a set of maps and plans of The Greenway that clearly indicate the climate change risks and particular problem areas.
- Quantify the approximate monetary value that is exposed at each level of storm severity.
- Leverage Climate Ready Boston and MassDOT's relevant initiatives to explore what impact climate change might have on the State's most critical highway transportation asset

3.2 PHASE 2: ASSET RESILIENCE RECOMMENDATIONS

Based on a cost-benefit analysis, Consultant will compile a series of recommendations on which assets identified in Phase 1 should be protected. In producing these resilience recommendations, the planning team will follow these guiding objectives:

- Assess options for protecting assets from climate threats over the long-term.
- Delineate assets where replacement is more appropriate than protection - where the cost of resilience is greater than the cost of replacement.
- Consider the creation and integration of urban co-benefits for The Greenway to serve and coordinate with others in the Downtown Boston community.
- Establish a phased series of recommendations to maximize near- and long-term solutions and develop a long-term climate resilience strategy, informed by existing planning efforts and projects that are already underway.
- Integrate with the Conservancy's efforts to reduce greenhouse gas emissions. All initiatives to increase resiliency should not contribute unduly to climate change via emissions, materials, waste, or displace effects.
- All recommendations shall serve the Conservancy's mission and maintain safe and enjoyable public access to all areas of the park.

3.3 PHASE 3: MANAGEMENT ADAPTATION

Consultant will use current best-practice for carbon accounting (such as carbon footprint) to determine how much net carbon the Conservancy contributes to the atmosphere. This calculus will incorporate both The Greenway's carbon sequestration and the Conservancy's carbon outputs.

Consultant will then use these findings to identify high-priority areas where the Conservancy can make significant improvements with the lowest barriers to success. In their assessment and recommendations the planning team will follow these guiding objectives:

- Work with the Conservancy project team to assure feasibility of recommendations, and get buy-in for final recommendations.
- Consider the Conservancy's overall mission, staff capacity, budget and property limit to ensure feasible recommendations that the Conservancy can adopt.

3.4 REPORT OF FINDINGS

Consultant will produce a report of the asset vulnerability analysis, resilience recommendations, carbon accounting, and adaptive management recommendations

The above will include but not be limited to the following deliverables:

- A spreadsheet or database listing vulnerable assets, level of risk at different time intervals, sum of cost-benefit analysis of protection versus replacement, and ranking for protection prioritization.
- A written report summarizing findings from the asset vulnerability assessment, and presenting resilience options for each of the highly-ranked most valuable and vulnerable assets.
- Maps and graphics depicting climate change impacts to the park for 2020, 2030, 2050s, and 2100s, and indicating vulnerable assets.
- A written report summarizing findings from the carbon accounting, and presenting recommendations for adaptive management.

3.5 ADD ALTERNATE

The Conservancy may have budget to hire the Consultant to pursue the following project.

This project may require services outside the Contractor's capacity, in which case subcontracting would be permitted pending approval by the Conservancy.

3.5.1 Horticulture Rescue Plan

One of the defining features of The Greenway is its organically maintained horticulture.

For this additional project, the Consultant will identify which horticultural features on The Greenway are at highest risk due to climate change impacts, and produce a plan for the Conservancy to manage recovery efforts should the most-likely climate change impacts occur. For example, if a particular lawn floods with sea water, what are the steps the Conservancy should take to mediate any damage and restore the lawn to a usable state?

The deliverable for this project will be a brief manual for a climate change impact response that takes into account The Conservancies jurisdiction, resources, and capabilities.

IV. SCHEDULE

Phase	Date
RFP released	November 15th
Site visit (optional)*	November 22nd, 9am
Any questions due via email	November 26th, 5pm
Answers to RFP questions posted on the Greenway's website	November 27th, 5pm
Deadline for proposals	December 13th, 5pm
Consultant team interviews	December 16th, 2019- January 10th, 2020
Consultant team selected	January 15th, 2020
Project work period	February-June 2020

The Conservancy suggests the above timetable for the Project work period but is open to the Consultants input during the interview process.

*For respondents who choose to participate in the optional site visit, we will meet at the **Historic Chinatown Gate (Intersection of Beach Street and Chin Park on the Greenway) at 9am on Friday November 22nd.**

Please be aware that proposals are subject to Public Record law.

4.1 RFP CONTACT

With the release of this RFP, all communications should be directed in writing via email to

Rebecca McKevez
Capital Projects Manager
Email: rmckevez@rosekennedygreenway.org

Any oral communication is considered unofficial and non-binding to the Conservancy. After the proposal deadline, vendors should not contact the RFP contact or any other member of the Conservancy, except to respond to a request by the RFP contact.

V. SUBMISSION INSTRUCTIONS

5.1 WRITTEN PROPOSAL

A) Response to Scope of Services

RFP submittals should outline a project framework including specific services, project timeline, and action items that will be necessary to complete the tasks outlined in the Project Scope Section III).

B) Experience and Qualifications

Include examples of comparable projects and reports that your company has executed including location, description, images, cost range, and length of installation. Summarize the critical challenges.

C) Staffing Plan and Key Staff Qualifications

Describe the qualifications and experience of the project manager, key support staff and any anticipated subcontractors to be assigned to the project. Describe how your company will manage these resources to ensure its ability to execute the project on schedule and within budget.

The Conservancy takes pride in the diversity of its workforce and contractors. Please identify if your company is a certified Small, Small Local, Minority-, or Women-Owned Business Enterprise.

D) 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.

5.2 FEE PROPOSAL

Please use the provided fee proposal form (Section VIII) to outline anticipated fees.

The Greenway Conservancy has also released a separate *State of Good Repair RFP*. Firms that choose to bid on both projects are asked to do so simultaneously. If being awarded both projects would affect anticipated fees, please outline in the Fee Proposal (Section VIII).

5.3 SUBMISSION

RFP submittals must be submitted electronically by **December 13, 2019 at 5pm**. All materials should be emailed as attachments (no more than 25MB in total file size) to:

rmckevitz@rosekennedygreenway.org with “**Greenway Climate Change Asset Management Plan RFP**” as the subject line.

VI. EVALUATION PROCESS

The Conservancy will evaluate all Submittals in accordance with the provisions of this RFP, based on the criteria described below. In its evaluation, the Conservancy may consider all information contained in the Responder’s Response and any other information obtained by the Conservancy.

The Conservancy will award the contract in accordance with the "CONTRACT AWARD" section below. Before awarding the Contract, the Conservancy will conduct interviews with selected Respondents to clarify and assure understanding of the contents of the Response, as well as the requirements of the RFP and the Contract, discuss with the Respondent deficiencies or uncertainties in its Response, discuss cost and fee information, and discuss any other matters relevant to such Response. No statements made or actions taken by any representative of the Conservancy during such discussions shall be binding on the Conservancy. If requested by the Conservancy, some or all of the key personnel identified in the Respondent’s or Response will be required to participate in the discussions or to be available for an interview with Conservancy representatives.

6.1 EVALUATION CRITERIA

The criteria listed below will be applied to evaluate the Submittals.

A) Best Value

The Conservancy shall select the Contractor based on the Response representing the Best Value, in the Conservancy’s sole discretion. For purposes of this RFP, “Best Value” shall be

deemed to mean the Response, as determined by the Conservancy, which best balances and supports the following objectives: quality, economic value, timely performance, minimal administrative burden, expediency, flexibility in developing alternative business relationships and the continuing participation of quality contractors. The Best Value does not necessarily mean the least expensive response to an RFP.

B) Best and Final Offer

At any time after submission of Submittals and prior to the final selection of Respondents for contract negotiation or execution, the Conservancy shall have the option to provide Respondents with an opportunity to provide a “best and final offer” and may limit the number of Respondents selected for this option.

6.2 CONTRACT AWARD

The Conservancy reserves the right to reject any and all submittals if it determines that such action is in the best interest of the Conservancy.

This RFP is not binding on the Conservancy. The Conservancy assumes no responsibility for the costs incurred in the preparation of a Response or related activities. This RFP and Response Form have been prepared solely to solicit Submittals, and are not contract offers. The only documents that will be binding on the Conservancy are the Contract duly executed by the Conservancy and the Responder.

Submittals shall be considered a firm offer and shall remain effective unconditionally for a minimum of 1 year.

VII. TERMS AND CONDITIONS

7.1 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 Respondents. Any amendment shall be issued by means of written addendum. Any and all addenda so issued shall become part of the RFP.

7.2 PROCUREMENT CANCELLATION

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

7.3 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 Respondents.

7.4 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 Response 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.

7.5 DISQUALIFICATION

A) The Conservancy may disqualify any Response that it determines to be unresponsive, including, but not limited to:

- (1) Submittals which are received after the deadline for submission specified in an RFP.
- (2) Submittals that fail to meet, address or comply with material requirements in an RFP, including instructions for submission, content or format.
- (3) Submittals which indicate collusion or unfair trade practices by one or more Respondents agreeing to act in a manner intended to avoid or frustrate the process described herein or any law or regulation.
- (4) Submittals submitted by a Responder, or which identify a subcontractor, currently listed on the Conservancy's "Non-Qualified Responder" list.
- (5) Submittals 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 Response or on any other credible information regarding the Responder obtained from any reference or other source.
- (6) The failure of the Conservancy to reject a Responder whose Response is otherwise non-responsive or unacceptable shall not preclude the Conservancy from subsequently rejecting such Response.

B) In addition to the foregoing, a selected Responder's Response shall be disqualified if the Conservancy determines that the Responder:

(1) is intentionally or unreasonably delaying the timely execution of a definitive agreement;

(2) negotiates in bad faith;

(3) refuses to execute a definitive agreement; or

(4) is unable to reach final agreement on contractual terms with the Conservancy within a reasonable time as determined by the Conservancy.

C) If a selected Responder's Response is disqualified for any reason, the Conservancy may negotiate a contract with the next Best Value qualified Responder.

7.6 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 Record Law, bidders submissions may become public information at some point.

7.7 CONTRACT AND AMENDMENT NEGOTIATION

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

A) 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 Response, may be negotiated. If the RFP is silent as to what can be negotiated, the Conservancy and a selected Responder or Contractor may negotiate only the details of performance identified within the scope of the original RFP and the Responder's Response, and may not increase or change the scope of performance or costs.

B) The Conservancy and a selected Responder or Contractor may negotiate a change in any element of contract performance or cost, identified in the original RFP or the Responder's Response, 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 Response.

C) Each 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 any contract as a result of any such potential or actual conflict of interest.

7.8 ACCEPTANCE

A) Work Quality

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

B) Permits and licenses

The contractor shall procure all required permits and licenses except as otherwise specified herein. The contractor shall comply with all laws and other requirements of regulatory authority, shall pay all charges fees and taxes (where applicable) and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

C) Insurance

The Contract shall contain the Conservancy's standard insurance and indemnity provisions. In addition, the Contractor will be subject to additional Professional Liability at the levels listed below.

Professional Liability

Contractor shall maintain the following professional liability limits:

\$1,000,000 per claim

\$2,000,000 aggregate

Deductible: Not to exceed \$10,000

D) Compensation

Unit costs for the items herein shall be inclusive of all incidental tasks and materials required to accomplish the task in an active public park.

Any quantities indicated in this RFP or elsewhere in the Bid Documents are estimates only and are given solely as a basis for the comparison of Submittals. The Conservancy reserves the right to increase or decrease the quantity of any particular item of work.

When the accepted quantities of work vary from the quantities in the Response schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done.

No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased or decreased quantities or from unbalanced allocation, among the contract items of overhead expense on the part of the Contractor and subsequent loss of expected reimbursement therefore or from any other cause.

VIII. FEE PROPOSAL

Scope	Estimated Hours	Fee
PHASE 1: Asset Vulnerability Assessment		
PHASE 2: Asset Resilience Recommendations		
PHASE 3: Management Adaptations		
Report of Findings		
Total		
Donated (Pro Bono) Work*		
Total (Less Donation)		
Add Alt. 1 (Horticulture Rescue Plan)		

The Greenway Conservancy has separately released a *State of Good Repair RFP*. Firms that choose to bid on both projects shall identify if their fees would be lower were they awarded both projects.

*The Greenway Conservancy will work with the selected firm on ways to appropriately recognize donated services; examples might include acknowledgement in the park, in social and owned media channels, in the Annual Report, or special event invitations.

EXHIBIT A

Description of Area to be Serviced

