



Rose Kennedy Greenway Conservancy

State of Good Repair Request for Proposals

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

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I. PROJECT

The Rose Kennedy Greenway Conservancy (“Conservancy”) is seeking a consultant team (“Consultant”) to perform a State of Good Repair on all significant park assets throughout the Rose Kennedy Greenway (“Greenway”). The Consultant will take inventory and analyze the condition of specific mechanical, electrical, hardscape, horticultural and irrigation assets. This information will then be compiled into a final report outlining the state of the Rose Kennedy Greenway Conservancy’s assets.

See map attached. **RFP Submittals are due by 12/13/2019.**

II. PROJECT DESCRIPTION

As a result of the Central Artery Tunnel project and the segmented Greenway design and construction process that followed, the Conservancy has acquired an array of assets that require varying degrees and types of maintenance. Managing this diverse set of assets within a public park setting adds another layer of complexity to the operations and maintenance required to keep the Greenway in great condition. In order for the Conservancy to strategically maintain its assets and plan for future repairs, this State of Good Repair will determine the current state of the Conservancy’s significant assets and will assist the Conservancy in both its operational and financial planning.

The goal of this project is for the Consultant to produce a detailed report that assigns a value, projected lifespan, remaining lifespan and maintenance recommendations to all significant park assets. The Conservancy will provide available documentation to assist with the Consultants work. The Consultant will spend time in the park evaluating the assets outlined in Exhibit B, Greenway Asset Inventory.

Additionally, the Consultant shall consider the process necessary to gather information for potential future implementation of a complete Asset Management System, with this document serving as its foundation.

III. PROJECT SCOPE

3.1 ASSET INVENTORY

Consultant will update the Conservancy’s existing Asset Inventory to reflect current quantities and locations of all items outlined in the Greenway Asset Inventory (Exhibit B). In addition, the Consultant shall expand upon the existing inventory to capture more specific details related to fountain basins and vaults, horticulture infrastructure and equipment and specialty paving in the park as outlined in Exhibit B (pages 3-4).

Consultant will determine a unified numbering identification system for all assets listed in Exhibit B.

3.2 EVALUATION OF ASSETS

Consultant will determine an asset condition scale (e.g. Very Good, Good, Fair, Poor) and assess the condition of each asset. Consultant will provide an estimated cost-to-replace and approximate lifespan of each asset category.

3.3 REPORT OF FINDINGS

Consultant will produce a report of the asset study. This will include the assets location, value, typical lifespan, remaining lifespan and maintenance requirements.

Deliverables shall include:

- Spreadsheet or database of info
- Brief written report summarizing findings

Add Alternates include:

- Graphics or visuals to reflect the results of the study
- Including a Tree Inventory and the associated costs of a qualified sub-consultant

IV. SCHEDULE

Phase	Date
RFP released	November 15th, 2019
Site visit (optional)*	November 22nd, 11am
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, 2019
Consultant team interviews	December 16th, 2019- January 10th, 2020
Consultant team selected	January 15th, 2020
Project work to begin	February 2020

*For respondents who choose to participate in the optional site visit, we will meet at the **Boston Public Market (100 Hanover St, Surface Road entrance) at 11am 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 on matters related to the procurement, 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 Project Scope (Section III).

Consultants shall identify Conservancy support necessary to complete the Scope of Work including providing park asset information, accompanying staff on inventory walks, attending project meetings, etc.

B) Experience and Qualifications

Include examples of comparable projects in regard to scope, scale or setting. Describe experience with State of Good Repair projects, integrated CMMS/Asset Management software systems, and summarize the critical challenges.

C) Firm Description, 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 Small, Small Local, Minority, or Women 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 fee proposal form provided (Section VIII) to outline anticipated fees.

The Greenway Conservancy has also released a separate *Climate Change Asset Management Plan 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 13th, 2019**. All materials should be emailed as attachments (no more than 25MB in total file size) to:

rmckevitz@rosekennedygreenway.org with **“Greenway State of Good Repair 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
Asset Inventory		
Evaluation of Assets		
Report of Findings		
Total		
Donated (Pro Bono) Work*		
Total (Less Donation)		
Add Alt. 1 (Graphics)		
Add Alt. 2 (Tree Inventory)		

The Greenway Conservancy has separately released a *Climate Change Asset Management 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.

Description of Area to be Serviced



Greenway Asset Inventory (Exhibit B)																				
Category	Asset	Parcel 5	Parcel 6	Parcel 8	Parcel 10	Parcel 12	Parcel 13	Parcel 14	Parcel 15	Parcel 16	Parcel 17	Parcel 18	Parcel 19	Parcel 21	Parcel 22	125 Summer St	Parcel H	Parcel 23	Mary Soo Hoo	185 Kneeland
Carousel																				
	Motor and gearbox							X												
	Commutator and brushes							X												
	Ring gear							X												
	Bull gear							X												
	Bevel gear							X												
	Driveshaft							X												
	Top bearing							X												
	T-bearings							X												
	Cranks							X												
	Sounds system							X												
	Sweep hub							X												
	Pistons							X												
	Transformer							X												
	Lighting Panel							X												
	Sweep arm lights							X												
	Rounding board lights							X												
	String lights							X												
	Deck							X												
	Tent canopy							X												
	Motor control panel							X												
	Animals							X												
	Guy rods							X												
	Rounding board							X												
Furniture - Fixed																				
	Benches	X		X	X		X	X	X	X	X	X	X	X	X			X	X	
	Bike Racks							X		X	X		X					X		
	Trash/Recycle Receptacles			X	X		X	X	X	X	X	X	X		X		X	X		
	Swing Benches			X	X															
	Tree Grates			X	X	X						X	X		X			X	X	
	Tables																		X	
	Chairs																		X	
Furniture - Movable																				
	Tables			X	X			X	X	X	X				X				X	
	Chairs			X	X			X	X	X	X		X	X	X				X	
	Table with Connected Chairs																X	X	X	
	Umbrellas			X	X			X	X	X	X				X			X		
Infrastructure																				
	Railing			X	X														X	
	Connex Boxes							X							X			X		
Lighting & Electrical																				
	In-Ground Uplights							X	X	X		X						X		
	Light Blade Lighting								X	X										
	Pole Lights			X	X					X	X				X			X	X	
	Pedestal Lights			X	X															
	Pergola Downlights			X	X															
	Pergola Post Lights			X	X															
	Bollard Lights			X	X															
	Freedom Trail Lights			X																
	CLG Lights				X															
	Bench Lighting			X	X															
	Wall Lighting			X	X															
	Step Lights								X											
	Reading Lights									X										
	Blade Lights								X	X										
	Rope Lighting (Under Granite Benches)																	X		
	Waterfall Lights																	X		
	Sail Rope Lighting																	X		
	Cafe Lighting																	X	X	
	Pedestal Outlets			X	X		X	X		X	X	X			X			X		
	Pergola Outlets	X	X																	
	Stage Outlets								X											
	Performance Panel			X	X			X	X	X	X							X		

Greenway Asset Inventory (Exhibit B)																				
Category	Asset	Parcel 5	Parcel 6	Parcel 8	Parcel 10	Parcel 12	Parcel 13	Parcel 14	Parcel 15	Parcel 16	Parcel 17	Parcel 18	Parcel 19	Parcel 21	Parcel 22	125 Summer St	Parcel H	Parcel 23	Mary Soo Hoo	185 Kneeland
Paving																				
	Mothers' Walk Engraved Concrete Pavers							X	X											
	Concrete Pavers							X	X	X	X	X						X	X	
	Brick											X	X	X	X					
	Ground Plain Granite	X		X	X		X	X	X	X	X				X			X		
	Raised Granite (walls, curbs, vaneer etc.)			X	X		X	X	X	X	X	X			X					
	Granite Stairs				X			X	X	X	X									
Signage																				
	A, B and C Signs (large)	X		X	X			X	X	X	X	X	X	X	X	X		X	X	
	Donor Signs				X			X	X	X										
	No Trespassing/ Keep Pets Out Sign	X	X	X								X			X			X	X	
Special Feature																				
	Mill Pond Wall Marker																			
	Inscribed Granite Map			X																
	Leaning Rail Timeline				X															
	Katherine Nanny Naylor Site				X															
	Immigration Story Interpretive Engravings										X									
	Light Blade Structure								X	X										
Structures																				
	Water Feature Vaults (See Exhibit B2)			X	X				X		X							X		
	Water Feature Basins (See Exhibit B3)			X	X				X		X							X		
	Pergolas			X	X															
	Red Bamboo Cages																	X		
	Red Gate and Sail																	X		
	Play Cubes and Mat																	X		
Vehicles																				
	Toyota Tundra																			X
	Dodge Promaster																			X
	Dodge Promaster City																			X
	Toyota Tacoma																			X
	Vantage Electric Vehicles																			X
	E-Ride Patriot																			X
	Kubota RTV 1100																			X

Fountain Vault Asset Inventory (Exhibit B)							
Category	Asset	Parcel 8	Parcel 10	Parcel 13 (AHP)	Parcel 15 (Rings)	Parcel 17 (Harbor Fog)	Parcel 23 (Waterfall)
Pumps							
	Control Display Pump	2	2				
	Display Pump	2	2	1			1
	Filter Pump	1	1	1			1
	Fog Pump				1	1	
	Shooter Pump	1	1				
	Sump Pump	4	4	2	2		2
	Fog Manifolds				9	6	
Water Purification Sytem							
	Sand Filter	1	1	1	1		1
	Data Sticks	1	1				1
	Bromine System	1	1	1	1		1
	UV Light System			1	1		
	Water Softener				1		
	Micron Filter				8	8	
Fans/ HVAC							
	Intake Fan	1	1	1			1
	Exhaust Fan	1	1	1			1
	Heater	1	1		1		
	Humidifier	1	1				
	Air Intake Fan						
	Air Conditioner				1		
	Air Dryer				1		
Controllers/ Cabinets							
	Fountain Controller	1	1		1		
	Sump Pump Controller						
	Wifi Cabinet	1	1				1
	Electrical Cabinet	1	1	1	1		1
	Color Commons Controller				1		
	Irrigation Controller	1	1				1
Compressor							
	Jockey Pump				1		
	Expansion Tanks				1		
Infrastructure							
	Vault Hatch	1	1		1	1	1
	Fountain Sculptures (Harbor Fog)					3	
Security/ Safety							

Fountain Vault Asset Inventory (Exhibit B)							
Category	Asset	Parcel 8	Parcel 10	Parcel 13 (AHP)	Parcel 15 (Rings)	Parcel 17 (Harbor Fog)	Parcel 23 (Waterfall)
	Eye Wash	1	1				1
	Security Camera (Outside)				1		
	Security Camera (Inside)				1		
	Camera Recorder				1		
Sensors							
	Wind Sensor	1	1	1			
Lighting							
	In-Ground Lights Type 1			1			
	In-Ground Lights Type 2			1			
	Fountain Lights					6	
	Under Bench Wall Lighting			1			
	Fountain Sculpture Lights						

Fountain Basin Asset Inventory						
Category	Asset	Parcel 8	Parcel 10	Parcel 13 (AHP)	Parcel 15 (Rings)	Parcel 23
Lighting						
	In-ground up lights				X	X
Infrastructure						
	Metal Grates	X	X			X
	Shooter Assemblies				X	
	Copper Manifolds				X	
	Waterproof Junction Box				X	
	Skimmer			X		
	Skimmer Baskets			X		
	Stainless Steel Protectors			X		
	Marble Troth			X		
Piping						
	PVC Pipes	X	X			
	Supply Pipes			X		
	Return Pipes			X		

Horticulture Asset Inventory (Exhibit B)																			
Category	Asset	Parcel 5	Parcel 6	Parcel 8	Parcel 10	Parcel 12	Parcel 13	Parcel 14	Parcel 15	Parcel 16	Parcel 17	Parcel 18	Parcel 19	Parcel 21	Parcel 22	125 Summer Street	Parcel 23(d)	Mary Soo Hoo	185 Kneeland
Clocks																			
	Rain Bird ESP-MC			X			X	X		X		X			X	X		X	
	Baseline System 3200 Clock														X		X		
Irrigation Equipment																			
	Water Meter			X			X	X			X				X	X	X	X	
	Fault Finder			X															
	Backflow			X			X	X			X				X	X		X	
	Wire Tracer			X															
	Booster Pump											X			X				
	Data Card						X			X		X							
	Heater											X			X	X		X	
Infrastructure																			
	Stainless Steel Enclosure for Clock							X		X									
	"Hot Box"											X			X	X			
	Above Ground Enclosure						X				X						X	X	
Plants and Containers																			
	Planting Containers								X		X		X		X		X		
	Potable Water System											X							
Vehicles																			
	John Deere Tractor																		X
	Ride on Aerator																		X
	Fracking Aerator																		X