



# Rose Kennedy Greenway Conservancy

2020-~~2022~~ 2023 Masonry Contract RFP

Response Deadline: **09/01/2020**

*\*RFP Revised 8/21/2020. Please see highlighted text for revisions.\**

## Table of Contents

<b>I. PROJECT</b>	<b>2</b>
<b>II. PROJECT DESCRIPTION</b>	<b>2</b>
<b>III. PROJECT SCOPE</b>	<b>2</b>
3.1 AREAS TO BE SERVICED	2
3.2 MASONRY SERVICES	3
<b>IV. SCHEDULE</b>	<b>3</b>
4.1 RFP CONTACT	3
<b>V. SUBMISSION INSTRUCTIONS</b>	<b>4</b>
5.1 WRITTEN PROPOSAL	4
5.2 FEE PROPOSAL	4
5.3 SUBMISSION	4
<b>VI. EVALUATION PROCESS</b>	<b>5</b>
6.1 EVALUATION CRITERIA	5
6.2 CONTRACT AWARD	5
<b>VII. TERMS AND CONDITIONS</b>	<b>6</b>
7.1 PROCUREMENT AMENDMENTS	6
7.2 PROJECT BUDGET AND SUBDIVISION OF CONTRACT	6
7.3 PROCUREMENT CANCELLATION	6
7.4 CORRECTIONS TO A SUBMITTED RESPONSE	6
7.5 REFERENCES	7
7.6 DISQUALIFICATION	7
7.7 DISCLOSURE	8
7.8 CONTRACT AND AMENDMENT NEGOTIATION	8
7.9 ACCEPTANCE	8
<b>EXHIBIT A - FEE PROPOSAL</b>	
<b>EXHIBIT B - DESCRIPTION OF AREA TO BE SERVICED</b>	
<b>EXHIBIT C - PARK USE GUIDELINES</b>	
<b>EXHIBIT D - SKETCHES</b>	

## **I. PROJECT**

The Rose Kennedy Greenway Conservancy (“Conservancy”) is seeking a masonry contractor to furnish all labor, materials and equipment necessary to complete masonry repairs and enhancements on the Greenway over the course of a two and a half year term (September 2020-June 2022 2023). The Contractor would perform a variety of masonry services throughout The Greenway, listed below in the Project Scope. The majority of this work will occur in the spring and fall to avoid conflict with The Greenway’s busy summer season.

Over the two and a half year term, the Conservancy currently has approximately \$250,000 budgeted for masonry work throughout the park.

See The Greenway map attached. **RFP Submittals are due by 09/01/2020.**

## **II. PROJECT DESCRIPTION**

The Greenway consists of an array of masonry materials, varying in the type and frequency of upkeep they require. These plazas, walkways and paths are heavily trafficked and require ongoing maintenance. Thus, the Greenway Conservancy is seeking to retain a masonry contractor for a three year term to address this need for regular masonry maintenance throughout the park.

The masonry contractor will perform masonry repairs and restoration at least twice annually, as prioritized by the Greenway Conservancy Maintenance staff and in accordance with the unit pricing submitted in response to this RFP. The Conservancy would expect the selected contractor to be available to complete masonry work on the Greenway between approximately March 15-May 31st and September 15-November 30.

Additionally, the Conservancy anticipates certain specialty masonry projects, above and beyond the base contract, may occasionally arise. In that event, the Conservancy reserves the right to publically procure these projects and may ask the Contractor to submit a competitive bid for those projects.

Note: The selected Contractor will be required to work within the Greenway Conservancy’s COVID-19 health and safety guidelines. Please see section 7.8 B of this document for further details.

## **III. PROJECT SCOPE**

### **3.1 AREAS TO BE SERVICED**

The scope of this project is maintenance, repairs, enhancements and replacements of the Greenways' various hardscapes. These include, but are not limited to, granite paving, granite curbs,

concrete unit pavers, fan pavers, vertical granite veneer, stairs, concrete sidewalks, brick pavers, etc. Please see Exhibit A for a complete list.

**3.2 MASONRY SERVICES**

Masonry services that typically need to be performed on The Greenway include, repointing of mortar joints, re-caulking of expansion joints, removal and replacement of granite pavers, removal and resetting of granite pavers, removal and resetting or replacement of granite veneer, patching/repairing granite, skate deterrent installation, unit pavers installation, removal and resetting of unit and fan pavers, repair, removal and replacement of concrete sidewalks.

**IV. SCHEDULE**

<b>Phase</b>	<b>Date</b>
RFP released	August 10th
Site visit (optional)*	August 17th, 11 am
Any questions due via email	August 20th, 5pm
Answers to RFP questions posted on the Greenway’s website	August 24, 5pm
<b>Deadline for proposals</b>	<b>September 1st, 5pm</b>
Contractor team interviews	September 4th- September 11th
Contractor team selected	September 14th
Project work to begin	Late September 2020

**4.1 RFP CONTACT**

Once the RFP has been released, all communications by responding parties should be directed in writing via email to:

Rebecca McKevez  
 Capital Projects Manager  
 Email: [rmckevez@rosekennedygreenway.org](mailto: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.

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

## **V. SUBMISSION INSTRUCTIONS**

### **5.1 WRITTEN PROPOSAL**

#### **A) Response to Scope of Services**

RFP proposals should outline unit pricing for all items listed in the Fee Proposal (Exhibit A.)

#### **B) Experience and Qualifications**

Include examples of comparable projects and clients in regard to scope, scale or setting.

#### **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. Please also identify diversity within your workforce and specifically within the team that will work on the Greenway.

#### **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 (Exhibit A) to outline anticipated fees. Contractor shall outline any anticipated annual escalators in their proposal.

### **5.3 SUBMISSION**

RFP proposals must be submitted electronically by **09/01/2020 at 5pm**. All materials should be emailed as attachments (no more than 25MB in total file size) to:

rmckevitz@rosekennedygreenway.org with “Greenway Masonry RFP” as the subject line.

## **VI. EVALUATION PROCESS**

The Conservancy will evaluate all Proposals 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 Contractor’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 Response may 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 Proposals .

#### **A) Best Value**

For purposes of this RFP, “Best Value” shall mean the most advantageous combination of multiple criteria, including but not limited to the following: quality, economic value, timely performance, the procurement and use of recycled products and environmentally preferable products and services, minimal administrative burden, expediency, flexibility in developing alternative business relationships and the continuing participation of quality contractors. Individual procurement decisions and RFPs (defined below) shall define “Best Value” as appropriate given the nature of the goods and/or services sought. The contract determined to provide the Best Value will not necessarily be the lowest cost contract.

#### **B) Best and Final Offer**

At any time after submission of Proposals and prior to awarding the contract, 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 proposals 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 Proposals, 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 Contractor.

Proposals shall be considered a firm offer and shall remain effective unconditionally for the duration of the 2.5 3-year contract award.

## **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 PROJECT BUDGET AND SUBDIVISION OF CONTRACT**

The Conservancy anticipates selecting one contractor to complete the scope of work identified above. However, the Conservancy reserves the right to subdivide the project if advantageous based on the Best Value definition outlined in Section 6.1A of this RFP.

The combined 2.5 3-year project budget of approximately \$250,000 is based on the Conservancy's current Capital Repairs funding agreement with MassDOT. If at any point this funding source is altered or eliminated, the Conservancy may not be able to guarantee the current budgeted amount to the selected contractor.

### **7.3 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 Proposals .

### **7.4 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.

## 7.5 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 Contractor'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 Contractor 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.

## 7.6 DISQUALIFICATION

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

- (1) Proposals which are received after the deadline for submission specified in an RFP.
- (2) Proposals that fail to meet, address or comply with material requirements in an RFP, including instructions for submission, content or format.
- (3) Proposals 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) Proposals submitted by a Contractor, or which identify a subcontractor, currently listed on the Conservancy's "Non-Qualified Contractor" list.
- (5) Proposal submitted by a Contractor 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 Contractor obtained from any reference or other source.
- (6) The failure of the Conservancy to reject a Contractor 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 Contractor's Response shall be disqualified if the Conservancy determines that the Contractor:

- (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 Contractor's Response is disqualified for any reason, the Conservancy may negotiate a contract with the next Best Value qualified Contractor.

#### 7.7 DISCLOSURE

No Contractor 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, bidder's proposals may become public information at some point.

#### 7.8 CONTRACT AND AMENDMENT NEGOTIATION

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

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

**C)** This contract shall require that the selected Contractor 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.

#### 7.9 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 repaired or replaced by the contractor at no additional cost to the Conservancy.

Quality Assurance and Quality Control, consistent with industry commercial standards, 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.

Contractor 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. Contractor assumes responsibility and liability for safe operation. Contractor acknowledges that The Greenway is an active public park likely to be populated at all times with pedestrians and members of the public. Contractor 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. Contractor 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.

## **B) COVID-19**

Contractor shall work within the Conservancy's COVID-19 guidelines listed below;

Contractor is 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 cancelled. Contractor acknowledges 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 Contractor. Contractor further acknowledges that the Conservancy may suspend, reschedule, or cancel the work without liability to Contractor if Contractor is not in compliance with any of the foregoing requirements.

Without limiting the generality of the foregoing requirements, Contractor is required to comply with health and safety best practices during the statewide COVID-19 advisory and follow Commonwealth of Massachusetts guidelines and federal guidelines per the CDC, with an emphasis on the following:

- Maintain physical distance of 6 feet minimum between you and any other person. Secure your work area to keep the public at least 6 feet away from your workers. Have your workers work in separate areas to maintain at least 6 feet distance apart from each other,
- All workers are asked to follow the City of Boston requirement to wear face coverings while working on The Greenway.
- Anyone who has any flu or cold symptoms may not work on The Greenway.
- Anyone who has knowingly been in contact with a person who tested positive for COVID-19 may not work on The Greenway unless and until they complete a minimum 14 day quarantine period and are symptom-free.

The above is not a complete list and guidance may evolve. Refer to City of Boston, Commonwealth of Massachusetts (including those currently accessible at <https://www.mass.gov/info-details/covid-19-employee-health-protection-guidance-and-prevention>), 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 Contractor or any of its personnel not complying with these guidelines, Conservancy may require that Contractor or such personnel cease work on The Greenway and leave the premises.

## **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, listed below.

### 1. Workers Compensation

Contractor 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

Contractor must secure property insurance on an all risk basis, subject to full replacement cost for all property used in conjunction with Contractor's operations with the Conservancy. Such insurance should contain a waiver of subrogation stating Contractor waives all rights of subrogation

against the Conservancy for loss to Contractor's property. It is agreed that the Conservancy is not responsible for any loss whatsoever to Contractor's property.

### 3. Automobile Liability

Contractor 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

Contractor 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 12 07.

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

Contractor shall maintain the following umbrella limits:

- \$5,000,000 per occurrence
- \$5,000,000 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.

## I. 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 Contractor.

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 Contractor'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 Contractor's contract with the Conservancy evidence of current insurance is not on file with the Conservancy, then Contractor's right to occupy its designated Location(s) and provide Services will be suspended until Contractor provides the Conservancy with acceptable evidence of the required insurance.

#### **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 Proposals . 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.