

**Rose Kennedy Greenway Conservancy**

**Rodent Control RFP**

Response Deadline: **01/15/2021**

***TABLE OF CONTENTS***

**I. KEY INFORMATION FOR RESPONDENTS**

- A. INVITATION
- B. OVERVIEW OF THE GREENWAY & CONSERVANCY
- C. SCOPE OF WORK
- D. RFP PROCESS AND SCHEDULE

**II. PROPOSAL REQUIREMENTS**

- A. FIRM AND STAFFING INFORMATION
- B. RESPONSE TO SCOPE OF SERVICES
- C. EXPERIENCE AND QUALIFICATIONS
- D. STAFFING PLAN AND KEY STAFF QUALIFICATIONS
- E. REFERENCES
- F. FEE PROPOSAL

**III. ADDITIONAL INFORMATION ON RESPONDENT SELECTION**

**IV. EXHIBITS**

- Exhibit A: Link to Area To Be Serviced
- Exhibit B: Link to Park Maintenance Standards
- Exhibit C: Link to Park Use Guidelines
- Exhibit D: Insurance Requirements

## ***I. KEY INFORMATION FOR RESPONDENTS***

### **A. INVITATION**

The purpose of this Request for Proposal (RFP) is to solicit Proposals (Proposal) that outline cost, methods and management structure for rodent control services on the Rose Kennedy Greenway (The Greenway) in Boston, MA. Due to its linear and segmented layout, The Greenway requires a unique approach and attention to detail in order to keep up with ongoing rodent control needs. Under the direction of the Rose Kennedy Greenway Conservancy's Horticulture Department, the Rodent Control Contractor (Contractor) will provide frontline rodent control services, primarily of the rat population.

The selected contractor will be responsible for keeping the park's rodent population controlled.

The term of the initial contract will be one year, beginning March 1, 2021, with two 2-year renewal options. **Responses to this RFP are due on January 15th, 2021, 5pm.**

### **B. OVERVIEW OF THE GREENWAY & CONSERVANCY**

The Greenway is the contemporary public park in the heart of Boston welcoming millions of visitors annually to gather, play, unwind and explore. The Greenway Conservancy is the non-profit responsible for the management and care of The Greenway.

The Greenway is 1.5 miles long and comprises 17 acres of approximately equal parts hardscape and horticultural features. Over the past 10+ years The Greenway has become a vibrant, highly regarded public park in the heart of downtown Boston. In this time the Conservancy has made numerous infrastructure and horticultural improvements and (in a typical year) has 400 events, a beer garden, a wine garden, many food trucks, a twice weekly farmers market, and rotating public art installations. These have added an additional layer of complexity in maintaining The Greenway's cleanliness and safety.

### **C. SCOPE OF WORK**

As an urban public park in the heart of downtown Boston, The Greenway is not without the pressure of rodent activity, as is the case with all urban spaces. With valuable adjacent real estate, consistent media attention, and an influx of tourist activity, The Greenway requires a Contractor with strong management structure, adaptive problem-solving skills and staff that is comfortable interfacing with the public while working in the park. The Conservancy is interested in an effective rodent control program that is appropriate for The Greenway to minimize the public health issues, damage to horticulture and irrigation, and unsightly burrows.

To date, the Conservancy's rodent control contractor has serviced approximately 80 PROTECTA EVO Landscape and PROTECTA EVO Weighted Landscape bait stations

located throughout the park, between once and four times a month (depending on their location).

The goal of this RFP is to procure a Contractor to design and execute a plan to manage and control rodent populations throughout all areas of The Greenway. Contractors shall outline methods and costs associated with recommended equipment, ongoing service visits, fumigation, progress tracking and any special projects necessary to effectively manage the rodent population on The Greenway. The Conservancy is particularly interested in an IPM approach to rodent control. The Conservancy anticipates that the Contractor will place, bait, and service traps; report on results of each visit; and make adjustments in the field, as necessary. However, the Conservancy welcomes Proposals outlining unique methods to rodent control that have not yet been explored along The Greenway.

It is expected that the Contractor's team will work closely with the Horticulture department, including the Horticulture Field Manager, who will oversee the contract, and the Horticulture Zone managers. Communication of issues arising in the park throughout the year will be integral to the success of the program. The Conservancy is looking for a partner that understands the challenges of working in a busy downtown setting and is dedicated to performing quality work in an innovative, flexible manner.

The clear priority for this contract is effective rodent control, but the Conservancy encourages sustainable approaches. The Conservancy manages The Greenway's horticulture 100% organically, without the use of synthetic fertilizers, pesticides or herbicides. The commitment to maintain The Greenway's horticulture organically is top priority and has become a hallmark of the Conservancy. (Please refer to *Exhibit B: Park Maintenance Standards* to learn more about our organic horticulture program.) We are committed to controlling the rodent population on The Greenway and are open to continuing to use non-organic rodenticides within the program, if necessary.

Please review the Area To Be Serviced as demarcated in *Exhibit A*. More detailed parcel maps are included in *Exhibit C: Park Use Guidelines*. The areas of the park of highest concern for rodent activity are the Chinatown and North End zones, where there is a high concentration of surrounding restaurant establishments.

The Contractor must have all necessary licensing to perform services, and shall abide by all City of Boston and Commonwealth of Massachusetts laws regarding rodent control in a public setting.

The Contractor must maintain insurance, consistent with the requirements listed in Exhibit D.

All Contractor employees shall be appropriately uniformed while performing services on The Greenway. Please refer to *Exhibit C: Park Use Guidelines* for further information on park rules and policies.

#### D. RFP PROCESS AND SCHEDULE

All RFP submittals should be emailed as attachments (no more than 25MB in total file size) to **kbrainard@rosekennedygreenway.org** with “**Greenway Rodent Management RFP**” as the subject line

Anticipated RFP schedule:

Phase	Date
RFP released	December 14, 2020
Site visit (recommended)*	December 22, 2020, 8am
Any questions due via email	January 4th, 12pm
Answers to RFP questions posted on The Greenway’s website	January 7th, 5pm
<b>Proposals Due</b>	<b>January 15th, 2021, 5pm</b>
Contractor team interviews	January 18th - 29th
Contractor team selected	February 1st
Planned contract start date	March 1, 2021

\*All Contractors who choose to participate in the optional site visit, **must RSVP** via email to **kbrainard@rosekennedygreenway.org**. We will meet in Chinatown Park under the traditional gate at Beach Street. Please allow approximately 2.5 hours to walk the length of The Greenway from south to north.

When on site, adherence to the following COVID-19 safety protocols is required at all times:

- Maintain physical distance of 6 feet minimum between you and any other person.
- All attendees are required to wear face coverings while on the site visit
- Anyone who has symptoms as outlined by the CDC shall not attend the site visit
- Anyone who has knowingly been in contact with a person who tested positive for COVID-19 may not attend the site visit unless they complete the minimum 14 day quarantine period and are symptom-free.

In order to limit the number of individuals at the site visit, only one representative from each company shall be in attendance.

#### **E. SELECTION CRITERIA**

The Conservancy shall select the Contractor based on the Proposal representing the Best Value, in the Conservancy's sole discretion. For purposes of this RFP, "Best Value" shall be deemed to mean the Proposal, as determined by the Conservancy, which best balances and supports the following objectives: quality, economic value, timely performance, minimal administrative burden, community partnerships or other civic benefits, and M/WBE status. The Best Value does not necessarily mean the least expensive response to an RFP.

## ***II. PROPOSAL REQUIREMENTS***

Please provide the following information in a single electronic document:

#### **A. FIRM AND STAFFING INFORMATION**

- Name of firm, address, and other key contact information.
- Information about the involvement of women and minorities in firm ownership and leadership.

#### **B. RESPONSE TO SCOPE OF SERVICES**

RFP submittals should outline an overall work plan addressing how the team proposes to meet the requirements of the scope of work outlined in this RFP including types and frequency of services to be performed, staffing plan, recommended equipment, specialty services offered, quality control practices, and any specific recommendations for The Greenway.

Based on other current and past similar projects, demonstrate how you have taken initiative to propose new or improved methods and/or practices to accomplish the work more effectively or provide solutions to new challenges encountered.

Please convey the level of support the Contractor will expect from the Conservancy's Horticultural Department..

#### **C. EXPERIENCE AND QUALIFICATIONS**

Include examples of comparable clients and properties that your company has managed, including location and description of scope. Summarize critical challenges faced and successful outcomes.

#### **D. STAFFING PLAN AND KEY STAFF QUALIFICATIONS**

- Describe the breakdown of the team, and the tasks that will be performed by each individual.

- Include qualifications and experience for each staff position as well as internal communication and management strategies your team utilizes.
- Outline how your team documents activities in the field and keeps track of progress or setbacks and propose a plan for communication between your company and Conservancy staff.
- Describe necessary equipment and uniforms your company will furnish your employees with while working on The Greenway.
- Explain your plan for vehicle use in the park, keeping in mind that vehicles can only park in certain Conservancy-approved locations.

## **E. REFERENCES**

Provide contact information for three references of clients and/or organizations with comparable contracts that can attest to your abilities. References should have firsthand work experience with your company within the past 5 years.

## **F. FEE PROPOSAL**

Please propose a fee structure that meets the Scope of Work outlined above. The Conservancy looks forward to reviewing a holistic set of rodent management recommendations and understanding the associated costs. At a minimum, please outline costs for each of the following items.

1. Equipment and Products - Type, quantity and recommended locations
2. Service Visits - Frequency and types of service for each area of the park
3. Fumigation - Frequency and approach
4. Communications, Reporting and Progress Tracking - Frequency and type of reporting/communications between Contractor and Conservancy
5. Special Projects - Any additional recommendations for effective rodent management

The Conservancy currently owns and utilizes approximately 80 PROTECTA EVO Landscape and PROTECTA EVO Weighted Landscape bait stations, which Respondents may choose to utilize in their rodent management proposals.

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

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.

The Conservancy will have no obligation to treat any information submitted to it in response as proprietary or confidential, and information submitted to the Conservancy may be subject to disclosure pursuant to the Massachusetts Public Records Law. The Conservancy will have the right to use all or portions of the Respondent's submittal and accompanying information as it considers necessary or desirable in connection with the project in question. By the submission of the required information and materials, the Respondent grants to the Conservancy an unrestricted license to use such information and materials in connection with such project.

After receipt of proposals, the Conservancy may, at its discretion, interview one or more Respondents, during which time such Respondent will have the opportunity to present its proposal and respond to questions; no statement by a Conservancy representative 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 Respondent does not imply that every element of that proposal has been accepted.

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

#### ***IV. EXHIBITS***

Exhibit A: [Link to Area To Be Serviced](#)

Exhibit B: [Link to Park Maintenance Standards](#)

Exhibit C: [Link to Park Use Guidelines](#)

Exhibit D: Insurance Requirements

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 Contractor.

##### **A. Property**

Contractor should 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's 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.

**B. General Liability**

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

- \$2,000,000 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 should 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.

Any Contractor providing pest control services, fumigation, or spraying must provide evidence of Pesticide or Herbicide Applicator Coverage, ISO Form CG 22 64 or its equivalent.

**C. 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.

**D. 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 \$100,000 each accident
- bodily injury by disease \$100,000 each employee
- bodily injury by disease \$500,000 policy limit

**E. Umbrella**

Contractor 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 professional, general liability, automobile liability and employers liability grant within the workers compensation policy.



F. Other requirements

Insurance similar to that required of Contractor shall be provided by all subcontractors (or provided by Contractor on behalf of subcontractors) to cover the work performed under any subcontract agreement. Company shall maintain certificates of insurance from all subcontractors continuing provision similar to those specified for Contractor.

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 F. Kennedy Greenway Conservancy; 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 should specify the current AM Best Rating of each insurance carrier providing insurance to Contractor.

Certificates should also specifically state the above entities are named as additional insureds on the professional, general liability, automobile liability, umbrella and employers 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 or be endorsed as appropriate to provide a waiver of subrogation, waiving all of Contractor rights against the Conservancy, The City of Boston, and the Massachusetts Department of Transportation. Certificate must note the same.

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.

Failure to provide property 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. In addition, products and completed operations and professional coverage must be maintained for 6 years thereafter.