



City of Central Falls

REQUEST FOR PARKS & RECREATIONAL CONSULTANT SERVICES

Issue Date: Wednesday, March 28, 2018

The submission deadline for responses is Thursday, May 2 at 4:00 pm.

General Information:

The purpose of this Request for Proposal (RFP) is to seek proposals from qualified consulting firms to provide professional services to the City of Central Falls to develop a Parks & Recreation Master Plan as part of the City's current efforts to update its Comprehensive Plan. The plan should create a roadmap for ensuring an appropriate balance of facilities and amenities throughout the community now and into the future. The City is seeking a system-wide approach to evaluating parks and open space recreational facilities and amenities in order to develop goals, policies and guidelines along with achievable strategies.

In addition, The Central Falls Parks and Recreation Master Plan that will be created from this work effort will be heavily used as a resource for future development and redevelopment of the City's parks, open space and recreation system over the next thirty-two years (2050). The consultant will work closely with City staff in preparing the Parks and Recreation Master Plan and will create a document for distribution to the public.

Scope of Work:

I. Demographic Trends

- Review and interpret demographic trends and characteristics of the City of Central Falls using data compiled by city staff for the City of Central Falls Comprehensive Plan and other regional and local sources

II. Existing and Future Facilities-Analysis

- Compile an inventory and assessment of the existing parks, trails, open space and recreation facilities within the city, as well as nearby regional parks, trails, open space and recreation facilities. This assessment will include a comparative analysis to communities of similar size and density regionally using nationally accepted standards. The analysis should consider the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.), as well as functionality, accessibility, condition, comfort and convenience. Each amenity should be evaluated regarding its service from both a resident and visitor perspective. Evaluation criteria should be based on the expressed values of the community, provided through concurrent work by city staff. The analysis will also include identification of best possible providers of community and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships, where appropriate.

III. Rank and Prioritize Demand and Opportunities

- Provide an assessment and analysis of the Parks and Recreation Department's current level of recreation programs, services, maintenance

and staffing in relation to present and future goals, objectives and directives

- Provide a user fee analysis for facilities, programs and services
- Provide an analysis of the best possible providers for programs and services. Identify and discern any unnecessary duplication of services through public and private program providers

IV. Progress Reporting

- The consultant and the City's Project Manager shall hold progress meetings twice per month until the Master Plan is completed. The consultant shall supply the Project Manager with a digital copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

V. Action Plan

- Collect and analyze demographic information for the community
- Collect and analyze information on participation, needs, desires, operations, programming and land use trends and make Level of Service recommendations
- Identify areas of service shortfalls and projected impact of future trends
- Provide usable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate
- Develop recommendations for operations, staffing, maintenance, programming, and funding needs
- Provide a clear plan for development of programming direction based on standards and demands analysis
- Develop a definitive program for acquisition and development of parkland, recreational facilities, open space, trails and parks maintenance and administration of facilities for the future
- Provide a maintenance and operation analysis
- Identify opportunities for available funding and acquisition alternatives
- Develop an action plan which includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-term, mid-term, and long-term for the parks system, open space, trails, and recreation programs and services

VI. Development of Final Plan and Supporting Materials

- The Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision and “road map” and model for the Parks and Recreation Department’s future
- A summary of existing conditions, inventories and Level of Service analysis
- Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences
- An Action Plan
- A digital copy of the Final Master Plan, in PDF and original editable (i.e. .docx or .indd) format.

Resources Available:

A representative from the City of Central Falls will be available throughout the study to answer questions and provide information required to complete the study. Individuals from the City will be available throughout this study to provide available information, current records, history, and contacts to discuss items as the study progresses.

Proposal Process:

1. Instructions

Respondents to this solicitation must submit a sealed response no later than 4:00 PM on Thursday, May 2, 2018 at the office of the Purchasing Agent, City Hall, Central Falls, Rhode Island. The sealed bids will be publicly opened and read at 5:00 PM on Thursday, May 2, 2018 in the City Hall Council Chambers. An official authorized to bind the Respondent to the provisions of its response must sign the Response Form. The City will review all responses and reserves the right to accept or reject any and all responses.

Response must be submitted in a sealed envelope and addressed to:

City of Central Falls
Purchasing Department
580 Broad St.
Central Falls, RI 02863

Lower left corner of envelope must contain the following identification: SEALED RESPONSE, Historic Preservation Request for Proposals, Solicitation Number xxxxxxxxxxxx. All responses must be received by 4:00 P.M. in the Office of the Purchasing Agent on Thursday, January 11th, 2018.

NO RESPONSES WILL BE ACCEPTED AFTER 4:00 P.M.

It is the responsibility of bidder to check the Central Falls purchasing webpage for any addendums.

2. Selection Process

Responses will be reviewed by the Department of Planning and Economic Development and the Department of Parks and Recreation. The City reserves the right to contact Respondents with requests for clarification or additional information, or to arrange other follow up activities it deems appropriate. Selection of the qualified contractors will be made expeditiously. The City will use the following evaluation matrix in selecting a vendor. The City reserves the right to objectively and subjectively score each application based upon its own determinations and judgments and Respondents acknowledge this fact as well as waive their right to appeal any scoring or determination in submitting their response.

Criteria	Maximum Possible Points
A. Demonstrated understanding of the project scope	20
B. Team Organization, Project Lead, Management and Technical approach to the project	20
C. Qualifications, demonstrated previous experience and familiarity with Parks and	20

Recreational subject matter and standards to complete the project	
D. Project Schedule/Timeline	15
E. Cost	20
F. References	5
Total	100

3. Response Contents

The following are the elements that should be included in responses to the solicitation. Please provide responses in the order presented in this section.

- a) **Cover Letter/Statement of Qualifications.** The cover letter should introduce the Respondent and address their interest for the project. The cover letter should include a narrative describing the Respondent: the type of services provided, the location of its operations, the number and location of employees, etc. The cover letter should describe major upcoming projects in the next eight (8) months.
- b) **Response Form.** The response form must be included, filled out completely, and signed by the Respondent.
- c) **Project Description.** A description of the Respondent's proposed approach to completing the project.
- d) **Project Budget.** A detailed budget for the project that includes the following:

Detailed costs of professional services with the hourly rate to be charged for each service and a detailed listing of all covered and reimbursable expenses for the following.

1. Proposed hourly rate of principal consultant on the project.
2. Proposed hourly rate of the field surveyor and/or assistants on the project.
3. Proposed number of hours by principal consultant, field surveyors and assistants to complete the project.
4. Proposed cost of materials required for the project including, but not limited to, film, processing and printing costs, CDs, etc.
5. Travel costs to the City of Central Falls for research/field surveying as well as City Staff meetings and presentations.

- e) **Proposed Timeline:**

The consultant shall provide a timeline that will include completion of the Master Plan in 2018.

4. Form of Response

Responses shall be submitted with one Original and Four (4) hard copies and a digital copy on a compact disc (CD) or universal serial bus (USB) drive, with supplemental

information, drawings, warranties and other required documentation, literature and material to be provided, with the response.

5. Submission of Response

- a) Envelopes containing bids must be sealed and addressed to the Purchasing Agent, City Hall, 580 Broad Street, Central Falls, RI 02863 and must be marked with the name and address of the Respondent, date and hour of opening, and name of solicitation.
- b) The Purchasing Agent will indicate in the advertisement when the responses will be opened and no response received thereafter will be considered.
- c) Any Respondent may withdraw their response by written request at any time prior to the advertised time for opening. Telephone responses, amendments, or withdrawals will not be accepted.
- d) Unless otherwise specified, no response may be withdrawn for a period of thirty (30) days from time of opening.
- e) Negligence on the part of the Respondent in preparing the response confers no rights for the withdrawal of the response after it has been opened.
- f) Responses received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a response not properly addressed and identified.
- g) Any deviation from the specifications must be noted in writing and attached as a part of the response. The Respondent shall indicate the item or part with the deviation and indicate how the response will deviate from specifications.
- h) This solicitation document shall be made a part of any contract by and between the City of Central Falls and the Respondent.

6. Rhode Island Sales Tax

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

7. Federal Excise Taxes

The City is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. Qualifications of Respondents

The City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the work. The Respondent shall furnish the City with all such information and data for the purpose as may be requested. The City reserves the right to pre-qualify vendors on the basis of cost alone, accept or reject any or all qualifications, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits qualifications in response to this solicitation and to award a contract based upon the results of those negotiations alone. Qualifications found to be technically or

substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City may, at its sole option, elect to require presentation(s) by vendors clearly in consideration for placement on the pre-qualified list of vendors. The City also reserves the right to waive any formalities.

9. Addenda and Interpretations

No interpretation on the meaning of the plans, specifications or other contract document will be made to any Respondent orally. Every request for such interpretations should be in writing addressed to the City of Central Falls, Office of the Purchasing Agent, 580 Broad Street, Central Falls, RI 02863 if mailed or SGrace@CentralFallsRI.us if submitted electronically and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the responses.

10. Indemnification and Hold Harmless

The Respondent shall protect, defend, and indemnify the City, including its officers, agents and employees, and hold them free and harmless from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with, the performance of the work under any contract made as part of this solicitation. It shall apply to any acts or omissions of Respondent's agents, employees, subcontractors or suppliers. The Respondent also shall hold the City harmless from any and all claims or liens for labor, services, or materials furnished to the Respondent in connection with the performance of the Respondent's obligation under any contract between the Respondent and City. This section shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the City, its officers, agents or employees.

11. Property lost, damaged or destroyed.

Any property or work to be provided by Respondent will remain at the Respondent's risk until written acceptance by the City and the Respondent will replace, at Respondent's expense, all property or work lost, damaged or destroyed by any cause whatsoever.

12. Evidence of Insurance

A policy of auto, general liability and property damage insurance shall be attached hereto, covering any and all work performed under a contract between the City and Respondent, naming the City as an additional insured shall be made part of any contract between the City and Respondent in an amount of not less than \$1,000,000 for projects in excess of \$500,000. A policy of professional liability or errors and omissions insurance covering any and all work performed under any contract between the City and Respondent naming said Respondent shall be attached hereto. A copy of workers compensation insurance policy shall be attached, if required by Rhode Island law for this response and covering all work to be performed under any contract between the City and Respondent naming the Respondent as insured shall be attached hereto. The City, upon award of response, will request verification from the insurance company to ensure that the agent has properly notified the company and that coverage has been bound.

13. MBE/WBE Requirement

The Respondent shall include a plan for meeting the City's requirement that a minimum of 25% of the value of the response will be completed by State-of-Rhode-Island-certified Minority Business Enterprises (MBE) and/or Women Business Enterprises (WBE). Additionally, preference shall be given to Central Falls based sub-contractors and the hiring of employees who reside in the city of Central Falls.

14. General Conditions, Terms and Limitations

The issuance of this solicitation, the submission of a response by any Respondent, or acceptance of such response by the City do not individually or collectively obligate the City in any manner. The City reserves the right (1) to amend, modify, or withdraw this solicitation, (2) to revise any requirements of the solicitation, (3) to require supplemental statements or information from any Respondent, (4) to accept or reject any or all responses, (5) to extend the deadline for submission of responses, (6) to negotiate or hold discussions with any Respondent and to waive defects and allow corrections of deficient responses, and (7) to cancel this solicitation, in whole or in part, if the City deems it in their best interest to do so. The City may exercise these rights at any time without notice and without liability to any Respondent for their expenses incurred in the preparation of the responses. The City does not assume any liability for any pre-contractual activity and/or costs incurred by the Respondents to this solicitation and reserves all its rights in law and equity with respect to this solicitation.

All submissions become the property of the City. The City shall be entitled to retain and use for the project without compensation to any Respondent any information submitted, including, but not limited to, any concept, element or idea (including financial structures) disclosed in or evident in the submission or meetings or interviews with Respondents. The City believes the information in this solicitation is accurate, but the City makes no warranties to such accuracy and assumes no responsibility for errors or omissions contained herein.

The City shall be the sole decision maker of whether a response complies with the requirements of the solicitation and whether responses have merit. Nothing contained in this solicitation shall limit the City in its selection of entities to be invited to respond to future solicitations for this project or future projects, nor limit the City's discretion in any way in making streetscape improvements. Submission of a response to this solicitation by any Respondent constitutes Respondent's permission and consent to inquiries by the City concerning the Respondent and its ability to undertake the project, including checking references, credit checks, and similar investigations.

It is the policy of the City to comply with all municipal and state laws, policies, orders, rules and regulations, which prohibit unlawful discrimination.

CDBG SPECIAL CONDITIONS

Introduction:

The following special conditions are items which must be contained in contracts that are fully or partially paid with Community Development Block Grant (CDBG) funds. Some items such as bonding and insurance may also be included elsewhere in the contract documents. The Vendor must comply with those City requirements as well as these Federal requirements.

The Vendor shall comply with all applicable special conditions for CDBG contracts as contained herein and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by sub-vendors with such regulations and shall be responsible for the submission of affidavits required of sub-vendors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

The Vendor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Vendor must submit to the Project Manager or Representative, within ten (10) days of response opening, the names and addresses of the sub-vendors he/she proposes to utilize on the project in order for the Project Manager to approve utilization of said sub-vendors. If other sub-vendors are proposed during the construction phase, their names and addresses are to be submitted to the Project Manager prior to utilization for approval.

Complete language on the Federal labor laws is included in the attached HUD 4010, which is incorporated by reference.

Statements show in italics are instructions to the reader.

Special Conditions for All CDBG Contracts

HUD Section 3 Clause

Because this project receives direct Federal financial assistance, compliance with Section 3 of the Housing and Development Act of 1968 and the regulation implementing that Section is required. The Vendor understands that this requires the project to make training, employment and contracting opportunities available, to the greatest extent feasible, to lower income City residents and businesses.

Compliance with HUD Section 3 Clause

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City of Central Falls (City) and any of the City's sub-recipients and sub-vendors. Failure to fulfill these requirements shall subject the City, the City's sub-recipients and sub-vendors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The City certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Vendor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1988, as amended, 12 U.S.C. 1701.

Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

The Vendor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Vendor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

Notifications

The Vendor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Subcontracts

The Vendor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-vendor is in violation of regulations issued by the grantor agency. The City will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 125 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Remedies for Violation or Breach of Contract Terms

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as provided by Rhode Island law. Venue shall be in the County of Providence, Rhode Island. Failure to timely comply with the contract without approval from the City shall be deemed a breach of this agreement and the expenses and costs incurred by the City shall be the burden of the Vendor. Disputes regarding the interpretation of this contract shall be resolved in favor of the City.

Patent and Copyrights

The U.S. Department of Housing and Urban Development and the City of Central Falls retain patent rights and copyrights on any project which involves research, developmental, experimental or demonstration work.

Adherence to State Energy Conservation Plan

The successful Respondent shall recognize and adhere to mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Access to Records

For all contracts other than those awarded under small purchase procedures:

Providence County, the consultant operating on behalf of the City of Central Falls, the State of Rhode Island, the U. S. Department of HUD, the Comptroller General of the United States or any of their authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract, for the purpose of performing audit or project monitoring, and such records shall be subject to examination, copying, excerpting or transcribing.

Federal Equal Opportunity Laws

1. Certification of Non-Segregated Facilities (for contracts over \$10,000)
2. Title VI, Civil Rights Act of 1964
Affirmatively furthering the policies of the Fair Housing Act
3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act.

4. Section 503 Handicapped (for contracts \$2,500 or over)
5. Age Discrimination Act of 1975
Prohibits against discrimination on the basis of age.
6. Section 504 of the Rehabilitation Act of 1973
Prohibits against discrimination on the basis of disability

Additional Special Conditions for all CDBG Construction Contracts Copeland "Anti-Kickback Act"

The Vendor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor regulations (29 (CFR, Part 3). This Act provides that each Vendor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The City of Central Falls shall report all suspected or reported violations to the U. S. Department of HUD.

Equal Employment Opportunity

Vendors shall comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60).

The Vendor also agrees to ensure that Minority Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the Vendor shall take all necessary reasonable steps in accordance with 49 CFR, Part 23, to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

All Construction Contracts over \$100,000

Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations of Nonexempt Federal Contracts

The Vendor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738; and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under Nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to HUD and to the USEPA Assistant Administrator for Enforcement (EN-329).

Additional Required Information on All Contracts

All vendors and their sub-vendors are required to supply the following so that the City of Central Falls submit quarterly and yearly reporting as required by the CDBG Grant.

- Data Universal Numbering System DUNS #
- Prime Vendor Identification number (Tax ID #)
- Sign "CERTIFICATION OF SPECIAL CONDITIONS FOR CDBG CONTRACTS" form supplied by the City upon award of contract.
- Sign "CERTIFICATIONS SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968" form supplied by the City upon award of contract

City of Central Falls
REQUEST FOR PARKS AND RECREATIONAL CONSULTANT SERVICES

APPENDIX A

Response Form

PARKS AND RECREATIONAL CONSULTANT SERVICES Response Form

TO: THE CITY OF CENTRAL FALLS

From: _____

References:

The following references are provided:

Business	Contact Name	Address	Phone	Email

The undersigned agrees that, if they are selected:

- The undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of a response to this bid.
- The undersigned has reviewed the existing conditions of the site and the believes the below response is sufficient to complete the scope of work
- The undersigned will act in good faith to complete projects as part of this effort in an expeditious manner.
- The undersigned has had no judgements against it in the past two (2) years. If the undersigned has judgements, please elaborate here: _____

This proposal includes Addendum(s) _____

Signature

Date

Name

Phone Number

Email