



**City of Central Falls
General Instructions**

**Request for Proposals
Seasonal and Temporary Commercial Use of 1420 Broad St. Central Falls, The Landing
Bid Number 20150005**

1. Receipt and Opening of Proposals

Sealed bids (proposals) will be accepted in the office of the Purchasing Agent, City Hall, Central Falls, Rhode Island, until the time indicated on the attached advertisement for bids, for the commodities, equipment or services listed in the specifications, and will be then publicly opened and read at the prescribed time in the City Hall Council Chambers.

Bid 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: REQUEST FOR PROPOALS Request for Proposals- Seasonal and Temporary Commercial Use of The Landing Bid Number 20150005. All proposals must be received by 1 P.M. in the Office of the Purchasing Agent on Friday, April 17, 2015. NO PROPOSALS WILL BE ACCEPTED AFTER 1:00 P.M.

2. Form of Bid

Proposals shall be submitted with one Original and 4 Copies, with supplemental information, drawings, warranties and other required documentation, literature and material to be provided, with the bid.

3. Submission of Bids

- 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 bidder, date and hour of opening, and name of bid item.
- b. The Purchasing Agent will indicate in the advertisement when the bids will be opened and no bid received thereafter will be considered.
- c. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

g. Any deviation from the specifications must be noted in writing and attached as a part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

h. Specifications shall be made a part of any contract by and between the City of Central Falls and the bidder.

4. 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.

5. 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.

6. Qualifications of Bidders

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for the purpose as may be requested.

7. Addenda and Interpretations

No interpretation on the meaning of the plans, specifications or other contract document will be made to any bidder 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 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids.

8. Delivery

All bids are to be FOB various locations within the City of Central Falls, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The vendor must notify the City of Central Falls 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced or adjustments made at the option of the city. The City of Central Falls is only represented by the Purchasing Agent in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours. Bid price, where applicable, is to include the cost of uncrating and setting in place. Bid price, where applicable, is to include installation.

9. Indemnification and Hold Harmless

The bidder shall protect defend and indemnify the City of Central Falls, 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 award. It shall apply to any acts or omissions of bidder's agents, employees, subcontractors or suppliers. The bidder also shall hold the City of Central Falls harmless from any and all claims or liens for labor, services, or materials furnished to the bidder in connection with the performance of the bidder's obligation under any contract between the bidder 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 of Central Falls, its officers, agents or employees.

10. Property lost, damaged or destroyed.

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

11. 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 bidder, naming the City as an additional insured shall be made part of any contract between the City and bidder 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 bidder naming said bidder shall be attached hereto. A copy of workers compensation insurance policy shall be attached, if required by Rhode Island law for this bid and covering all work to be performed under any contract between the City and bidder naming the bidder as insured shall be attached hereto. The City, upon award of bid, will request verification from the insurance company to ensure that the agent has properly notified the company and that coverage has been bound.

Seasonal and Temporary Commercial Use of 1420 Broad St. Central Falls, The Landing Bid Number 20150005 (Reissued)

SUMMARY OF THE OFFERING

The City of Central Falls (City) seeks a lease with a qualified vendor or vendors to provide food services or beverage services at the site known as the Central Falls Landing. Consistent with the City's goals to promote economic activity, reuse of unused city sites, community vibrancy and connection to the waterfront, the City seeks seasonal vendor(s) to provide commercial/retail services at the site for a "pop-up" use from approximately April to October. The vendor(s) must meet several conditions in a lease agreement, including the following: pay for any and all relevant city and state fees and licenses, pay for all utility costs (gas, water, electricity, sewer) for the duration of the lease, and agree to vacate the premises upon 30 days notice from the City that the site is to be developed. Proposals may include use of the Central Falls Landing's site-specific liquor license.

The Central Falls Landing consists of a 40,956 square foot parcel of land containing a three-story historic mill building, a gravel parking lot, and a grassy lawn. The building is currently unsafe and unoccupiable. The site is located on Broad Street, contiguous to the Blackstone River, and kitty corner to Cumberland's Valley Falls Heritage Park and Town Hall. The site is currently used as access and supportive parking for the publicly owned river deck, docks, and boat launch adjacent to the site.

While a long term solution for redevelopment of the land and building is sought, the City seeks to activate the site by allowing seasonal vendors to utilize the land to service residents and visitors who utilize the site for recreational purposes. Interested vendors are encouraged to meet with the City prior to submittal of proposals. **The submission deadline for proposals is Friday, April 17, 2015 at 1 P.M.**

Property Description

The Central Falls Landing is located on Assessors Plat 3 Lot 62, which consists of approximately 40,968 square feet of land. Located on the property is a three story historic wood frame building dating from circa 1875. The building's dimension is 40' X 90'. Located on the site is a public dock that offers public pedestrian access to the river including a boat ramp. The City currently owns the building and site. A Site Plan is attached in Addendum A.

The property has frontage on Broad Street (158 linear feet), which is a major thoroughfare in the City. The property also has frontage on Madeira Avenue (266 linear feet). The Cumberland Town Hall is located in close proximity (0.1 miles north) to the property, across the Blackstone River. The Central Falls City Hall is located on Broad Street approximately (0.8 miles south) from the property.

Public Access Considerations /Property Easements

All proposals for a lease must include considerations for the continued provision of on-site public river access. The deck, docks, and boat launch located on the adjoining parcel 3-69 (the future site of a park and recreational trail) are part of the public park system and must be accessible by the public at all times.

Utilities

All utilities are available at the property including water, sanitary sewer, natural gas, telephone, and electricity. All must be proposed to be paid for by the vendor. Municipal services including fire protection and police protection are available at the site.

Zoning

The Central Falls Landing property is zoned C-2 "General Commercial District". The zoning designation is intended for commercial uses that serve citywide needs for retail, professional office, and services. The City encourages vendor proposals that will support the recreational use of the site and

attract visitors to Central Falls and to the Blackstone River. The City will entertain requests for zoning variance, special use permit, and/or zone change for vendors that are consistent with the stated public goals relating to the use and activation of the Central Falls Landing property. In all cases, bidders are encouraged to consult with City officials regarding zoning issues, and are responsible for all costs associated with requesting and obtaining zoning approvals.

Proposal Evaluation:

Offers shall be evaluated by a committee on the basis of:

- The qualifications of the offerors, established by professional accomplishment and previous experience;
- Aspects of offers which provide best use of the space; and
- Other provisions of offers which are determined to serve the best interests of the City

Temporary Use of Land:

Bidders agree to voluntarily terminate business activity upon thirty (30) days written notice of the City of Central Falls approving a development or purchase of the Landing.