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CITY OF CENTRAL FALLS
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

1280 HIGH STREET
CENTRAL FALLS, RI 02863

OFFICE: (401) 727-7480
FAX: (401) 727-7467

**City of Central Falls
Department of Planning & Economic Development
Request for Sealed Proposals for Improvements to River Island Park**

An optional pre-bid meeting will be held on September 12, 2022, at 10:00 am.

**Issue Date: September 7, 2022
The submission deadline for responses is September 20, 2022, by 4PM.**

THE OFFERING

The City of Central Falls is looking to make improvements to River Island Park. Proposed work includes the design and installation of a playground.

This RFP seeks design and installation services of a playground to complete the following work:

Required Tasks:

- In a 40' x 60' area install 2 play structures for 5–12-year-olds.
- 2 plastic play structures with a slide on both, a ladder, stairs, an arch climber, overhead ladder, and a roof for shade.
- There will be a play structure for 2–5-year old's and for 5–12-year-olds.
- Colors include orange, green, and brown.
- Specific Model is PS3-71021 or similar from Superior Playgrounds.
- We will need installation of wood chips for surfacing.
- The location is over a 6' wide bridge. Will have to bring equipment over the bridge for installation.
- Install Black fencing around the perimeter of the Playground area with 10-foot opens at both ends of the walking path.
- Examples are listed in Appendix A

All work must be completed by December 1, 2022. The city is looking to select a company to provide these services by September 30, 2022.

The City is seeking a lump sum proposal for the completion of the required tasks and individual costs for each additional task as detailed above. Proposals should outline the proposed scope of work, fee, and schedule.

The city will hold an optional pre-bid meeting on September 12, at 10:00am. in the conference Room in Central Falls Department of Public Works at 1280 High Street. An optional walking tour of River Island Park will follow immediately after the meeting, weather permitting. There may be no contact with Central Falls staff except at the pre-bid meeting.

1. Instructions

Respondents to this Bid must submit a sealed response no later than 4:00 PM on Tuesday September 20, 2022, at the office of the Purchasing Agent, City Hall, Central Falls, Rhode Island. Please provide 1 original and 3 copies of the Bid and one digital copy on a flash drive. The sealed bids will be publicly opened and read at 4:45PM on September 22, 2022, 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, River Island Park, **BID Number 2022-0006**.

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. 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
Approach: Effectiveness of the Respondent’s proposal of appropriately lighting the parks to fit the context	50 Points
References: Level of recommendation provided by references for the Respondent.	10 Points
Ability to Complete the work: Experience of the Respondent and availability to undertake this work in the timeline provided	40 Points
Total Points	100 Points

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, including any graphics and/or cut sheets.
- d) **Project Budget.** A detailed budget for the project

e) **Project Schedule:** A detailed schedule for the project that shows completion by July 1st, 2021

4. Form of Response

Responses shall be submitted with one Original and Three (3) hard copies and a digital copy on a 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 jrodriguez@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

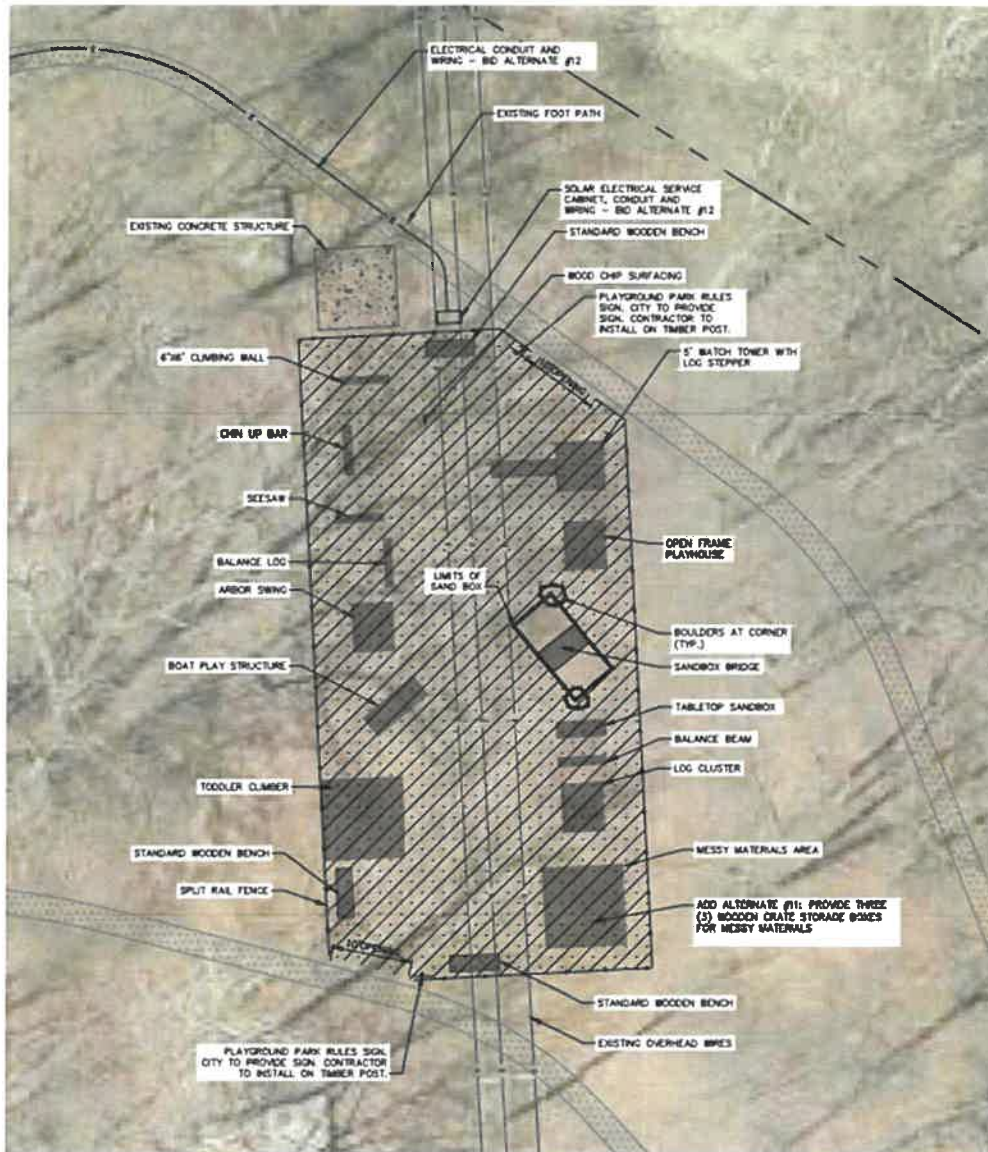
The issuance of this solicitation, the submission of a response by any Respondent, or acceptance of such response by the City do not individually or collectively obligate the City in any manner. The City reserves the right (1) to amend, modify, or withdraw this solicitation, (2) to revise any requirements 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.

Shown below is a closer look at the Playground area.



Appendix B

Wetlands Permit Attached



RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER RESOURCES
235 Promenade Street
Providence, Rhode Island 02908

November 8, 2019

City of Central Falls
c/o Jillian Finkle, Principal Planner
580 Broad Street
Central Falls, RI 02863

Insignificant Alteration - Permit

Re: Application No. 19-0243 in reference to the location below:

Approximately 400 feet north of High Street, approximately 525 feet northwest of the intersection of High Street and River Street, Utility Pole No. 96-1, Assessor's Plat 2, Lots 38 & 164, UP 96-1, Central Falls, RI.

Dear Ms. Finkle:

The Department of Environmental Management's ("DEM") Freshwater Wetlands Program ("Program") has completed its review of your **Request for Preliminary Determination** application. This review included a site inspection of the above referenced property ("subject property") and an evaluation of the proposed improvements to Island Park, including new trails, a new kayak launch, expanding an existing camp site, creating a new natural playground, and maintenance of existing trails and footbridge as illustrated and detailed on site plans submitted with your application. These site plans were received by the DEM on August 22, 2019.

Our observations of the subject property, review of the site plans and evaluation of the proposed project reveals that alterations of freshwater wetlands are proposed. However, pursuant to 250-RICR-150-15-1.9 of the Rules and Regulations Governing the Administration and Enforcement of the Fresh Water Wetlands Act, 250-RICR-150-15-1, this project may be permitted as an **insignificant alteration** to freshwater wetlands under the following terms and conditions:

Terms and Conditions for Application No. 19-0243:

1. This letter is the DEM's permit for this project under the R.I. Fresh Water Wetlands Act, R.I. Gen. Laws § 2-1-18 et seq.
2. **This permit is specifically limited to the project, site alterations and limits of disturbance as detailed on the site plans submitted with your application and received by the DEM on August 22, 2019.** A copy of the site plans stamped approved by the DEM is enclosed. Changes or revisions to the project that would alter freshwater wetlands are not authorized without a permit from the DEM.
3. Where the terms and conditions of the permit conflict with the approved site plans, these terms and conditions shall be deemed to supersede the site plans.

4. You must notify this Program in writing of the anticipated start date, and of your contractor's contact information, by submitting the Notice of Start of Construction Form prior to commencement of any permitted site alterations or construction activity. You must also notify this Program in writing upon completion of the project. The Start of Construction Form can be found on the webpage: dem.ri.gov/stormwaterconstruction.
5. A copy of the stamped approved site plans and a copy of this permit must be kept at the site at all times during site preparation, construction, and final stabilization. Copies of this permit and the stamped approved plans must be made available for review by any DEM representative upon request.
6. Within ten (10) days of the receipt of this permit, you must record this permit in the land evidence records of the City of Central Falls and supply this Program with written documentation obtained from the City showing this permit was recorded.
7. The effective date of this permit is the date this letter was issued. This permit expires four (4) years from the date of issue.
8. Any material utilized in this project must be clean and free of matter that could pollute any freshwater wetland.
9. Prior to commencement of site alterations, you shall erect or post a sign resistant to the weather and at least twelve (12) inches wide and eighteen (18) inches long, which boldly identifies the initials "DEM" and the application number of this permit. This sign must be maintained at the site in a conspicuous location until such time that the project is complete.
10. Temporary erosion and sediment controls detailed or described on the approved site plans shall be properly installed at the site prior to or commensurate with site alterations. Such controls shall be properly maintained, replaced, supplemented, or modified as necessary throughout the life of this project to minimize soil erosion and to prevent sediment from being deposited in any wetlands not subject to disturbance under this permit.
11. Upon permanent stabilization of all disturbed soils, temporary erosion and/or sediment controls consisting of hay bales and/or silt fence must be removed.
12. You are responsible for the proper operation, maintenance and stability of any mitigative features, facilities, and systems of treatment and control that are installed or used in compliance with this permit to prevent harm to adjacent wetlands.
13. You are obligated to install, utilize and follow all best management practices detailed or described on the approved site plans in the construction of the project to minimize or prevent adverse impacts to any adjacent freshwater wetlands and the functions and values provided by such wetlands, until such time that you document that this responsibility has been assumed by another person or organization.
14. Artificial lighting is not authorized along the footbridge where it crosses freshwater wetlands.
15. **The limit of disturbance is not shown on the approved site plans and is therefore limited to the following:**

- a. At the existing trails: No greater than the three-foot width of the existing trails for vegetation clearing and trail maintenance;
- b. At the new trail: No greater than three-foot width with no tree clearing allowed;
- c. At the picnic/campsite area: No greater than the existing cleared picnic/campsite area with no cutting of trees greater than 6-inch caliper, as indicated on site plans;
- d. At the new natural playground: Dimensions not to exceed the limits of the existing cleared powerline easement, with no cutting of trees allowed;
- e. At the new and existing kayak launches: No greater than the existing cleared areas with no tree clearing allowed; and
- f. For the overall project: All project components must be placed in the locations indicated on the site plan.

Pursuant to the provisions in 250-RICR-150-15-1.7(A)(9) and 250-RICR-150-15-1.11(D), as applicable, any properly recorded and valid permit is automatically transferred to the new owner upon sale of the property.

You are required to comply with the terms and conditions of this permit and to carry out this project in compliance with the Rules at all times. Failure to do so may result in an enforcement action by this Department.

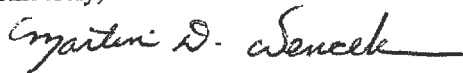
In permitting the proposed alterations, the DEM assumes no responsibility for damages resulting from faulty design or construction.

Kindly be advised that this permit is not equivalent to a verification of the type or extent of freshwater wetlands on site. Should you wish to have the types and extent of freshwater wetlands verified, you may submit the appropriate application in accordance with 250-RICR-150-15-1.8(C).

This permit does not remove your obligation to obtain any local, state, or federal approvals or permits required by ordinance or law and does not relieve you from any duties owed to adjacent landowners with specific reference to any changes in drainage.

Please contact Claire Swift of this office (telephone: 401-222-6820 x 7418) should you have any questions regarding this letter.

Sincerely,



Martin D. Wencek, Permitting Supervisor
Office of Water Resources
Freshwater Wetlands Program

MDW/CVS/cvs

Enclosure: Approved site plans

ec: Shawn M. Martin, PE, Fuss & O'Neil,