



*City of Central Falls*

# **REQUEST FOR PROPOSALS**

## **Installation of a Storage Shed at Louis C. YIP Field**

**Issue Date: Friday, August 15, 2024**  
**Bid Number: 2024-0010**

**There will be a mandatory pre-bid meeting at 10:00 am  
on Friday, August 23, 2024, at Yip Field Central Falls RI  
1304 High Street**

**The submission deadline for proposals is September 5, 2024, at 12:00 noon.**

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## 1. THE OFFERING

The City of Central Falls (“City”) seeks qualified contractors (“Respondent”) for purchase and installation of a storage shed (“Site”), located at 1304 High Street, Central Falls, RI. The project involves the purchase and installation of a shed . Also included is electrical installation to run lights and possible concession equipment in the future.

Respondents may only propose to complete the project in its entirety. Elements of the project are as follows:

- a. Providing a quality shed/ size and color to be determined
- b. Installation on site following DEM Capped soil requirements
- c. Electrical to the shed to use for lighting and possible concession in the future

Hard copies of plans, specifications, and all other bidding documents for the above-named project can be examined in the Office of the City of Central Falls Purchasing Department, City Hall, 580 Broad Street, Central Falls, RI, 02863 between the hours of 9:00 a.m. and 3:00 p.m.. Digital (.pdf) copies of the documents may be downloaded through the City of Central Falls website, [www.centralfallsri.us](http://www.centralfallsri.us), by following the “Invitations to Bid” link on the home page. Full documents will be available to all bidders. Any Bidder or concerned parties who need further assistance in locating or retrieving the documents may contact the City’s Purchasing Agent, Sonia Grace, at (401) 727-7400 or [sgrace@centralfallsri.us](mailto:sgrace@centralfallsri.us) for assistance. Arrangements for hard copies of bidding documentation can also be made by contacting the City’s Purchasing Agent. Documents will be available at bidder’s cost of printing as a means of assuring that all appropriate materials are provided.

All work will be completed in a workmanlike manner, subject to inspection and approval by the City. No bid shall include elements beyond the scope of work identified.

The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed under the rules and regulations for carrying out the provision of the State of Rhode Island Department of Environmental Management Division of Planning and Development 2021 Beach, Clean Water and Green Bond , subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the *Required Contract Provisions for Federal-Aid Construction Contracts*, which are included in the Contract Documents.

Trainee Provisions shall not apply to this Contract. The training hour requirement is zero, and the goal is zero.

All work shall be completed within 45 calendar days of contract signature, anticipated to be September , 2024. Work shall be completed by October , 2024.

## 2. Instructions

Respondents to this request for bids must submit their proposals no later than September 5, 2024 at 12pm. 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.

Sealed bids will be accepted in the office of the Purchasing Agent, City Hall, Central Falls, Rhode Island, until the time indicated, for the commodities, equipment or services listed in the specifications, and will be then

publicly opened and read at 12:30 PM on September 5, 2024 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: SEALED BID, Yip Shed, Solicitation Number 202400010. All bids must be received by 12:00 NOON. in the Office of the Purchasing Agent on Friday, September 5, 2024. NO BIDS WILL BE ACCEPTED AFTER 12:00 NOON.

### **3. Selection Process**

Responses will be reviewed by the Purchasing Agent and staff from 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 qualifying vendors. 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.

### **4. Bid Contents**

The following are the elements that should be included in responses to the bid. 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 contractor: 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 and likely availability to complete additional projects in the next five (5) months.

#### ***B. Response Form***

The response form must be included, filled out completely, and signed by the Respondent.

- C. All licensing: List types and business license number(s), certification and permits as required in the scope of work
- D. A completed plan to promote minority and women business enterprises (MBE and WBE) and the local hiring of Central Falls residents.
- E. Background and experience of the principal members of your personnel, including the officers. Include additional sheets as required to supply this information.

### **5. Form of Bid**

Bids 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.

## **6. 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 their 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 sixty (60) 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. Bids 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 bid not properly addressed and identified.
- g. Any deviation from the specifications must be noted in writing and attached as a part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
- h. A five percent (5%) bid bond is required to accompany all bids in the form of certified check, cashier's check, treasurer's check, or bid bond in the amount of five (5%) percent of the total bid. If the bidder is a partnership, the bond should be signed by each of the individuals who are partners. If the bidder is a corporation, the bond should be signed in its correct incorporated name by a duly authorized officer, agent, or attorney-in-fact and there should be attached to it a certified copy of their power of attorney to sign such bonds. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid; and said surety does hereby waive notice of any such extension. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
- i. Specifications shall be made a part of any contract by and between the City of Central Falls and the bidder.
- j. If the estimated cost of the article or labor and materials is \$50,000.00 or more, the successful bidder must provide, within 7 days of notification of the successful bid, a performance bond of an approved surety company in a sum equal to the estimated contract price which bond shall be conditioned upon the full and faithful performance of the contract. It shall provide further, that in the event the bidder fails or neglects to execute the contract or deliver the bond, the contract shall be null and void and the bond shall be retained by the City as liquidated damages for the delay and expense caused by the abandonment of the contract.

## **7. 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 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.

#### **8. Selection of Respondents for Projects**

Qualified respondents shall be selected for projects by the City on a project-by-project basis, as outlined in Public Law 92-582 (The Brooks Act).

#### **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. Building Permits and Fees**

Permits are required for the commencing and completion of the work. The City does not collect permit fees on City projects. Therefore, the only necessary fee will be the State ADA fee.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. Indemnification and Hold Harmless**

The bidder shall protect defend and indemnify the City of Central Falls and the Rhode Island Department of Transportation, 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 and the State of Rhode Island 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.

#### **16. 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.

#### **17. 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 and the State of Rhode Island 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.

#### **18. DBE Goal**

The bidder shall include a plan for meeting the goal that a minimum of 10% of the value of the bid will be completed by State-of-Rhode-Island-certified Disadvantaged Business Enterprises (DBE's). The successful bidder must indicate the DBE's it intends to utilize to achieve the above-stated percentage prior to award of the contract.

#### **19. General Conditions, Terms and Limitations**

The issuance of this request for bids, 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 request for bids, (2) to revise any requirements of the request for bids, (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 request for bids, 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 request for bids and reserves all its rights in law and equity

with respect to this request for bids.

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 request for bids 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 request for bids and whether responses have merit. Nothing contained in this request for bids 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 formulating and adopting a development plan for the site. Submission of a response to this request for bids by any Respondent constitutes Respondent's permission and consent to inquiries by the City concerning the Respondent and its ability to undertake the development project, including checking references, credit checks, and similar investigations.

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

## **20. Coordination with Other Contracts**

It shall be the Contractor's responsibility to coordinate, cooperate and schedule its work and all segments thereof with the Engineer, other contractors, utility owners and applicable local authorities, including but not limited to Renovation of the Former American Supply Company Building, New Commercial Building to be constructed on the concrete foundation installed by this project, and the proposed Roadway Improvements to Broad Street.



City of Central Falls  
Louis C. YIP Field

# **APPENDIX A**

## **Response Form**

# Louis C. YIP Field 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 bid 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 bid includes Addendum(s) \_\_\_\_\_