



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

**Item Description: LEASE OF CITY PROPERTY KNOWN AS “CAMP CRONIN” 1399 OCEAN ROAD,
NARRAGANSETT, RI – 5-YEAR LEASE WITH TWO 5-YEAR OPTIONS**

Procurement/MinuteTraq #: 47390

Date to be opened: 12/16/2024

Issuing Department: Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Nick Cicchitelli
 - Title: Director of Real Estate
 - Email Address: ncicchitelli@providenceri.gov

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference
Dates To-Be-Determined based on expressed interest

Deadline for questions submissions:

December 6, 2024



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INSTRUCTIONS FOR SUBMISSION

Meeting Date: 12/16/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-112) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. If the City Department that is seeking the within described bids deems that it is in the City's best interest, the City reserves the right to waive any requirement of this RFP.
9. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's [Open Meetings Portal](#).
10. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
11. In case of error in the extension of prices quoted, the unit price will govern.
12. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
13. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
14. A certificate of insurance will normally be required of a successful vendor.
15. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
16. No goods should be delivered, or work started without a Purchase Order.
17. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
18. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

****If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____, 20_____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), “Business” means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the “Business” _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE		
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> • Nonprofit organizations are not required to complete the rest of this form. • Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither		
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature	Title			Date	
Subcontractor/Supplier Signature	Title			Date	

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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MBE/WBE Waiver Request Form

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdi@providenceri.gov or mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director /
or Duly Authorized Representative

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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BID PACKAGE SPECIFICATIONS

DEPARTMENT OF PUBLIC PROPERTY

REQUEST FOR PROPOSALS:

FOR THE LEASE AND OPERATION OF

“CAMP CRONIN”

1399 OCEAN ROAD, NARRAGANSETT, RI 02882

ASSESSOR'S PLAT/LOT M-173

5-YEAR LEASE WITH TWO 5-YEAR OPTIONS

SUBMISSIONS DUE BY: DECEMBER 16, 2024



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OVERVIEW

Through this Request for Proposals (RFP), The City of Providence (“City”) is seeking proposals from qualified third-party vendors (“Bidder”) to lease and operate “Camp Cronin,” a scenic 2.3-acre property located near the waterfront of Point Judith, Narragansett, RI, that was formerly used for Providence Recreation Department purposes. The City envisions Camp Cronin returning to active recreational and related programming use. Potential leaseholders should propose an operational plan that includes the opportunity for City departments to access the facility for future uses.

The City is looking for a 5-Year Lease with two 5-Year Options to Renew. Bidders may **Add an Alternate** bid seeking modified Lease Terms.

BACKGROUND

There are two buildings on-site, at 2,140 SF and 1,300 SF that will be delivered in a “cold shell” condition, ready for the Bidder to finish. The buildings have received new siding, roofing, windows, and doors. Additional site work is underway including reworked site fencing, a paved parking area, an on-site septic system, and to bring utilities to the exteriors of the buildings. All further improvements shall be the responsibility of the Bidder to complete and should be completed by Summer 2025.

SCOPE

Successful Bidders will:

- **Complete Interior Build-Out and Site Improvements:** The selected bidder will be responsible for finishing the site and building improvements to make them suitable for intended use.
- **Operate Facility:** Develop and manage a recreation-related programs and activities including, but are not limited to, non-profit use, summer camps, sports & youth programs, environmental education, arts and crafts, or other community use.
- **Maintain and Manage Property:** Ensure the maintenance and cleanliness of the property, including the buildings, equipment, installed facilities and amenities, keeping grounds tidy, landscaped, free of trash and debris, and snow-plowed. Property to be secured when not in use.



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- **Safety and Compliance:** Ensure all activities and facilities comply with local, state, and federal laws, regulations, and standards for programming safety and accessibility. Acquire and maintain any required licenses, permits and permissions.
- **Public Outreach:** Engage local stakeholders with support from the City for the benefit the City, and awareness of the Town of Narragansett and its residents, and site abutters.

PROPOSAL REQUIREMENTS

Proposals should include the following:

- **Cover Letter:** A cover letter summarizing the Bidder's proposal and vision
- **Vendor Qualifications:** Detailed information about the vendor's experience and qualifications in operating similar recreational facilities or programs. Priority will be given to non-profit organizations with missions that include (but are not limited to) providing benefit to Providence residents.
- **Operational Plan:** A comprehensive operational plan outlining how the vendor will manage the property, including program offerings, staffing, marketing, and maintenance plans.
- **Build-Out Plan:** A detailed plan for the code complaint interior build-out of the buildings, indicating materials, finishes, furnishing and appurtenances, including estimated timelines and budgets.
- **Financial Proposal:** A detailed financial proposal, including proposed lease terms, revenue projections, and any financial support or investment required.
- **References:** Contact information for at least three relevant references who can speak to the Bidder's experience and capabilities.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria but not limited to:

- **Experience and Qualifications:** The Bidder's organizational experience, stability and mission. Experience in operating similar facilities and programs.
- **Operational Plan:** The quality and feasibility of the proposed operational plan. Potential benefits proposed to Providence residents.
- **Build-Out Plan:** The quality and feasibility of the proposed build-out plan.
- **Financial Proposal:** The financial viability and sustainability of the proposal.
- **Lease Terms:** Additional or Alternate Lease Terms to be requested in in the Lease Agreement.
- **References:** Feedback from provided references and review of organizational leadership.



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SITE VISIT / MEETING WITH STAFF

There will be on-site Pre-Bid Conference(s) and Showing(s) with City staff at a date to be determined. Prospective Bidders should email ncicchitelli@providenceri.gov with expressions of interest. Based upon this interest, the City will schedule on-site Pre-Bid Conference(s) and Showing(s). The City may request that Respondents participate in one or more meetings with City staff and/or its consultants to discuss the proposal.

PROPOSED TIMELINE

October 21, 2024	Request for Proposals Issued
November 2024	On-site Pre-Bid Conference(s) / Showing(s) To Be Determined
December 6, 2024	Questions due. All questions must be submitted via email to: ncicchitelli@providenceri.gov
December 16, 2024	Proposals will be opened publicly at 2:15 p.m.
January 10, 2025	Bid/Proposal Awarded (anticipated)
Early 2025	City Council Approval and Lease execution (anticipated)



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SUPPLEMENTAL INFORMATION INCLUDED IN THIS PACKAGE:

Site plans may be expected as supplemental addenda.



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PROPOSALS MUST INCLUDE THE FOLLOWING:

- A cover letter addressed to the City that identifies the Bidder(s) and contains the name, title, and contact information of the person who will be the primary contact for the Bidder and to whom the City may direct questions regarding the proposal.
- A completed "Form of Bid."
- A summary describing the Bidder's organization, if any; its principals and managing members; its business services and experience in the area of rehabilitation of real assets. Identify similarly any subcontractors that the Bidder proposes to use.
- References from a minimum of 3 organizations (public, private or non-profit) or individuals, including name, affiliation, and phone number of a point of contact.
- A list of litigation, including any code or zoning violations, if any, for the past five (5) years in which the Bidder was involved, regarding prior rehabilitation work performed by the Bidder, or related to property owned or managed by the Bidder, and describing the outcome of such litigation.
- A proposal narrative which incorporates the elements contained in the scoring criteria section. In addition, the narrative must describe how the property will be used.
- A Proposed Schedule must clearly show proposed commencement, substantial completion, and final completion dates as prepared and submitted.

DISCLAIMERS / DISCLOSURES / STATEMENT OF LIMITATIONS / ADDITIONAL CONDITIONS:

1. This RFP shall not be construed in any manner to create an obligation on the part of the City to enter into a contract for any purpose whatsoever, nor to implement any of the actions contemplated hereby, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response hereto, regardless of whether the interested party is selected.
2. The City and Bidder will enter into a Triple-Net (NNN) Lease Agreement. Bidder will be responsible for real estate taxes, commercial property and liability insurance with the City named as additional insured, maintenance, repairs, and upkeep, rent, utilities, etc. Please note: overnight camping will not be permitted.



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3. The Lease will need to be approved by the City Council.
4. The City reserves the right to request use of the property from time to time for priority access for programming for Providence residents. The Bidder agrees such requests will not be unreasonable withheld. Further terms conditions to be included in the lease.
5. The Bidder will be responsible for its own costs, fees, commissions, etc.
6. The City retains and reserves the right to accept or reject any or all responses or proposals, or to enter into negotiations with the party deemed by the City to have submitted the most desirable proposal, or to award to multiple Bidders. The City reserves the right to reject without further review any responses that it deems to be incomplete or unresponsive. In the event that no acceptable proposal is received from the public offering, the City may elect to withdraw the Property for offer pending the submission of a new public offering or if it appears that such action would be in the best interest of the City.
7. This RFP, the submissions in response to it, and any relationship between the City and interested parties arising from the RFP are subject to the specific limitations, conditions and representations expressed in this RFP. Any questions regarding conflicts or apparent conflicts or other substantive matters arising during preparation of the proposal should be addressed to the City.
8. All materials submitted to the City may be "Public Records" and therefore, may be subject to public disclosure under the Rhode Island Access to Public Records Act, R.I. Gen. Laws §§ 38-2-1, *et seq* ("APRA"). In accordance with Section 38-2-2(4)(B) of APRA, "trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature" are not deemed to be "public records." Accordingly, the interested party responding to this RFP should clearly mark as "CONFIDENTIAL" any and all materials, including without limitation financial information, that the interested party considers to be subject to the "privileged or confidential" exception in R.I. Gen. Laws § 38-2-2(4)(B).
9. Every Interested Party must be familiar with the lobbying registration and disclosure requirements contained in Article XVI, Chapter 2 of the City's Code of Ordinances. If applicable, Interested Parties must identify any individuals engaging in lobbying activities on its behalf with respect to the City.



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10. The City is subject to the Code of Ethics of the City of Providence, contained in Sec. 17-33 of the Code of Ordinances, as well as the Rhode Island Code of Ethics in government, set forth in Sections 36-14-4 through 36-14-7 of the Rhode Island General Laws. Of particular relevance to the City's consideration of responses to this RFP are the following two provisions of the State code:
- a. A public official or employee may not participate in any matter in which he or she has an interest, financial or otherwise, direct or indirect, that is in substantial conflict with the proper discharge of his or her duties or employment in the public interest. R.I. Gen. Laws § 36-14-5(a).
 - b. A substantial conflict of interest exists if an official or employee has reason to believe or expect that he or she, any person within his or her family, a business associate, an employer, or someone whom he or she represents will derive a direct monetary gain or suffer a direct monetary loss by reason of his or her official activity. R.I. Gen. Laws §36-14-7(a)



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Letter of Good Standing with the Rhode Island Division of Taxation.
- Proof of financial capacity from financial institution(s).



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.