



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

REQUEST FOR QUALIFICATIONS

Item Description: REAL ESTATE BROKERAGE SERVICES 3-YEAR ON-CALL

Procurement/MinuteTraq #: 48233

Date to be opened: 6/2/2025

Issuing Department: Department of Public Property, Parks Department

QUESTIONS

- Please direct questions related to the solicitation process, how to fill out forms, and how to submit your application (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the City’s subject matter expert:
 - Name: Nicholas Cicchitelli
 - Title: Director of Real Estate
 - Email Address: ncicchitelli@providenceri.gov

Pre-submission Conference

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions:

May 19, 2025



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/2/2025

Responses 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.

- Responders must submit **2 copies** of their submission in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation is related and must include the company name and address on the envelope as well.** (On page 1).
- Only use form versions and templates included in this solicitation.
- The submission envelope and information relative to the solicitation 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 solicitation 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 solicitation by design.

All responses 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.



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

SUBMISSION 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 submission package **MUST** include the following, in this order:

- Form 1: Responder's Blank as the cover page/ 1st page (*see page 5 of this document*)
- Form 2: Certification of Responder as 2nd page (*see page 6 of this document*)
- Form 3: Certificate Regarding Public Records (*see page 7 of this document*)
- Form 4: Affidavit of City Vendor (*see pages 8 and 9 of this document*)
- Form from the Minority and Women Business Enterprise Program

All of the above listed documents are REQUIRED.

******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.***



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

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to qualified and responsible applicants.
2. In determining the responsible applicants, cash discounts based on preferable payment terms will not be considered.
3. Where applicants are equally qualified, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
4. No submission will be accepted if the response is made in collusion with any other bidder.
5. Responses may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. An applicant 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 responses.
8. Applications may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. Delivery dates must be shown in the application). If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made (if applicable).
10. A certificate of insurance will normally be required of a successful vendor.
11. 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.](#))
12. No goods should be delivered, or work started without a Purchase Order.
13. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
14. Applicant 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 Form 2.)



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

FORM 1: Responder's Blank

1. Submissions must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Responder's submissions must be in ink or typewritten, and all blanks on the form should be completed.
3. All responses **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*: Not applicable. This is a Request for Qualifications

Total Amount in Figures*: Not applicable. This is a Request for Qualifications

****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



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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

Upon behalf of _____ (Firm or Individual Responding),

I, _____ (Name of Person Making Certification),

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

1. Responder 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 Responder'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 Responder, on
this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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

FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Responding),

I, _____ (Name of Person Making Certification),

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

understanding that:

1. All submissions for this Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public records 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 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 submission.
3. The requested supplemental information may be crucial to evaluating applications. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate applications.
4. If sensitive information that has not been requested is enclosed or if a Responder opts to enclose the defined supplemental information prior to the issuing department's request in the responding 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 solicitation process. Information required in the application packet may not be submitted directly to the issuing department at the discretion of the Responder in order to protect other information, from becoming public. Responders who make such an attempt will be disqualified.

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

this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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

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):



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

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



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

SPECIFICATIONS

REAL ESTATE BROKERAGE SERVICES

1. SCOPE OF WORK

1.1 INTENT

The City of Providence, RI (“the City”) is seeking bidders to provide services for on-call, as-needed property/project bases, and are anticipated to be qualified for a 3-year period. Contracts and services are to be determined on a per property/project. This solicitation is related but not limited to the City-owned properties known as Waterplace Pavilion and Camp Cronin.

One or more real estate brokers or brokerage firms may be selected to provide the necessary services for a three (3) year period. The City makes no representation, promise or covenant as to the number of available projects or that the broker(s) or firm(s) will perform any project for the City during the term of the contract. The City reserves the right to select more than one broker or firm in response to this RFQ.

The selected firm(s) will be expected to work with the Department of Public Property, Parks Department, and the Director of Real Estate to provide a full range of commercial and residential real estate brokerage services, including but not limited to:

- Represent the City in the sale, purchase and/or lease of real property including showing properties to prospective lessees/buyers, and serve as point of contact for inquiries, and other brokerage services as requested.
- List/advertise real property in all appropriate venues to maximize exposure and solicitation responses.
- Provide market analysis, advising, and customized strategic planning based on unique property/project needs.
- Assist the City in the preparation and negotiation of letters of intent, lease or purchase agreements, and other transaction documents as needed.

1.2 SERVICE REQUIRED

Responses are requested to provide real estate services for the City on an as-needed basis. The City will prepare a scope of services to be performed and will request quotes from the selected firms. The scope of services to be performed includes but is not limited to:

- Understand the City’s procurement process.
- Prepare marketing strategy, marketing materials, property listings and contact potential buyers;
 - Recommend listing/offer price of City properties and review bids/offers;
 - Present and stage walkthroughs and inspections with potential buyers;
- Prepare and present potential properties for the City to purchase;
 - Evaluate price of potential properties;
- Negotiate the purchase/sale/lease of all parcels assigned to the Contractor by the City;
- Obtain executed purchase agreements;
- Advise the City, its Board of Commissioners, Executive Director and staff in matters regarding the purchase, offers, claims, counteroffers, discussions and issues pertaining to the purchase/sale/lease of the assigned property or properties;
- Attend closings scheduled on purchases/sales by the City;
- Attend meetings and/or public hearings with the City, its Board of Commissioners, Executive Director and staff, including meetings of the City Board of Commissioners and committees;



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

- Assist the City and its legal counsel with efforts of obtaining plans, right-of-way maps, titles searches, title commitments, owner's title policies, appraisals, acquisition and/or eminent domain use in a development;
- Provide other real estate services as may be requested by the City.

2. MINIMUM QUALIFICATIONS

- Respondents to this RFQ must hold an active Rhode Island Real Estate Broker License and be in good standing with the Rhode Island Real Estate Commission.
- The lead broker or brokers who will be assigned must each have a minimum of ten (10) years relevant business experience in complex commercial and residential multifamily property.
- Insurance coverage meeting City's minimum requirements will be required from awarded firm(s) or broker(s).
- Provide proof of Compliance with Insurance Requirements as identified in the Contract.

3. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Introductory Letter and Statement of Interest
- Relevant experience, qualifications, and past performance
- Demonstrated understanding of local markets and project needs
- Proposed approach
- Fee structure

4. CONTENTS OF STATEMENT OF INTEREST AND QUALIFICATIONS

- An overview of the Consultant's company or firm, services and experience.
 - Respondents should include an introductory letter describing the reasons for interest in pursuing this RFQ; and a summary of qualifications of their company. The letter of interest shall indicate the receipt of all addenda.
 - The Responder shall state its compliance with all applicable rules and regulations of Federal, State and Local governing entities and attest that it is not excluded from Federal procurement programs. By the act of submitting your Response, your Company is agreeing to the terms and conditions contained in this RFQ and warrants to the best of its knowledge and belief, no actual conflict of interest exists with regard to your company's possible performance of this procurement.
- A list of local project staff, including relevant experience to provide on-site services.
- Relevant experience working with the City of Providence or other municipalities and agencies
- Pricing information and breakdown of particular services.



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

SUPPLEMENTAL INFORMATION

If the issuing department for this RRQ determines that your firm's application 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 application.

*This information is **NOT** requested to be provided in your initial application 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 applications 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.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Letter of Good Standing with the Rhode Island Division of Taxation.
- Documentation of any/all licensure and/or accreditation applicable.



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

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



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

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.