



## BOARD OF CONTRACT AND SUPPLY

# REQUEST FOR PROPOSALS

**Item Description:** LEASE OF PARKS PROPERTY KNOWN AS "WATERPLACE PAVILLION," 1 FINANCE WAY, PROVIDENCE, RI

**Procurement/MinuteTraq #:** 50837

**Date to be opened:** 11/17/2025

**Issuing Department:** Parks Department

### 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](mailto: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](mailto: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: Nicholas Cicchitelli
  - Title: Director of Real Estate
  - Email Address: [ncicchitelli@providenceri.gov](mailto:ncicchitelli@providenceri.gov)

### Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference

An Open House is prescheduled for October 16<sup>th</sup> at 2:00PM. Additional showings can be scheduled by emailing [ncicchitelli@providenceri.gov](mailto:ncicchitelli@providenceri.gov).

### Deadline for questions submissions:

Questions are due October 29th, 2025 by 4:00 PM and must be submitted by email to:

Nicholas Cicchitelli, Director of Real Estate

[ncicchitelli@providenceri.gov](mailto:ncicchitelli@providenceri.gov).

## INSTRUCTIONS FOR SUBMISSION

|                                 |
|---------------------------------|
| <b>Meeting Date: 11/17/2025</b> |
|---------------------------------|

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 3<sup>rd</sup> floor of City Hall.

- Respondent s 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.

## **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: Respondent 's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Respondent as 2<sup>nd</sup> 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 Respondent 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.**

- Respondent'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.***

## **NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible Respondent .
2. In determining the lowest responsible Respondent , 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 Respondent , or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other Respondent .
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Respondent s must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A Respondent 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. Respondent 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.)

## **BID TERMS**

1. Financial assurances may be required in order to be a successful Respondent 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 Respondent 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 Respondent .
  - 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 Respondent ; 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 Respondent 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 **ninety (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 Respondent 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 Respondent 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 Respondent shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

## **BID FORM 1: Respondent s Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Respondent '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 Respondent (Firm or Individual):**

Contact Name:

Business Address:

Business Phone #:

Contact Email

Address:

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

If the Respondent '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

**BID FORM 2: Certification of Respondent**

(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. Respondent 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 Respondent'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 Respondent , on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name

### 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 Respondent 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 Respondent in order to protect other information, such as pricing terms, from becoming public. Respondent s who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Respondent , on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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Signature of Representation

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Printed Name

## 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):

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):

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Signed under the pains and penalties of perjury.

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Position

**MBE/WBE Participation Plan**

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        |                         |              |                         |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------|--------------|-------------------------|--|
| Respondent 's Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                        |                         |              |                         |  |
| Respondent '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 <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li>• <b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li>• <b>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</b></li> </ul> |                                                                                                        |                         |              |                         |  |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                        |                         |              |                         |  |
| <b>Prime Contractor/Vendor Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                        |                         | <b>Title</b> |                         |  |
| <b>Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                        |                         |              |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        |                         |              |                         |  |
| <b>Subcontractor/Supplier Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                        |                         | <b>Title</b> |                         |  |
| <b>Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                        |                         |              |                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        |                         |              |                         |  |

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

## **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 Respondent s are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov) or [mbe-wbe@providenceri.gov](mailto: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 Respondent for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Respondent : \_\_\_\_\_ 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.

| <b>MBE/WBE Company Name</b> | <b>Individual's Name</b> | <b>Company Name</b> | <b>Why did you choose not to work with this company?</b> |
|-----------------------------|--------------------------|---------------------|----------------------------------------------------------|
|                             |                          |                     |                                                          |
|                             |                          |                     |                                                          |
|                             |                          |                     |                                                          |
|                             |                          |                     |                                                          |
|                             |                          |                     |                                                          |

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

**BID PACKAGE SPECIFICATIONS**

**PARKS DEPARTMENT**  
**REQUEST FOR PROPOSALS:**  
**FOR THE LEASE AND OPERATION OF**  
**“WATERPLACE PAVILION”**  
**ONE FINANCE WAY, PROVIDENCE, RI 02903**  
*ASSESSOR’S PLAT/LOT 19/123*

**SUBMISSIONS DUE BY: November 17, 2025**

## **1.0 INVITATION TO BID WATERPLACE PAVILION**

### **1.1 Purpose**

The City of Providence Parks Department (referred to as the "Parks Department") is seeking qualified firms to operate the three-story facility, Waterplace Pavilion, located in Waterplace Park, Providence, RI. The Parks Department welcomes proposals for food and beverage services, and/or events, as well as other services, amenities, or vendors that promote the public good, hereafter referred to as "services," within the same space.

The goals for Waterplace Pavilion services are to:

- Provide unique and innovative offerings for visitors and surrounding community to Waterplace Park.
- Foster a lively and enhanced atmosphere at the park and in downtown Providence.
- Enhance and elevate public programs like Waterfire, and performances in adjacent stage area
- Generate rental income to support the management and programming at Waterplace Park.

### **1.2 Proposal Limitations**

While Waterplace Pavilion has traditionally operated as a restaurant or event space, Respondent s may propose alternative uses, **except for nightclubs or similar venues**. Preference will be given to services that welcome the public and enhance the community.

There are currently plans to improve the accessibility, safety, and resiliency in Waterplace Park directly adjacent to the pavilion building. These plans may include changes to the stairs at Francis and Finance Streets, raising of the Riverwalks, relocation of the Parks maintenance and bathroom facility to a location closer to the pavilion in what is now the utility shed.

### **1.3 Location**

Waterplace Park is located in the Capital Center area of Downtown Providence, between Finance Way and Memorial Boulevard (refer to Map 1). It is a prime location for a restaurant or other venue for several reasons:

- The park offers beautiful design elements, including a cove, performance stage, tunnels and bridges, with views of Downtown, College Hill, and the State House.
- Pavilion and Park is within walking distance of approximately 28,000 office workers.
- Pavilion and Park is located near the Providence Place Mall, Convention Center, Kennedy Plaza, the Woonasquatucket Greenway, Downtown cultural institutions and schools, and several parking areas.
- Artistic lighting was recently added to the Memorial Tunnel in direct view of the Pavilion
- A new stage and lighting will be added to the adjacent park area by December 31, 2025 .
- Waterplace Park is undergoing a resilience, safety and connectivity re-design that will re-imagine Waterplace Park and the Riverwalk and plan for future flooding, improved accessibility and safety and better connections to and through the area to the rest of the City of Providence.

### **1.4 Solicitation Qualifications**

This solicitation does not commit the Parks Department to award a contract, cover any costs associated with proposal preparation, or procure goods or services. The Parks Department reserves the right to accept or reject any or all proposals and to cancel this request in whole or in part if it is in the department's best interest.

### **2.0 Facility Description**

Waterplace Pavilion is a three-story building with terraces that overlook Waterplace Park's cove. While the building's exterior and interior are developed, they require capital improvements and furnishing. All proposed and future improvements will be at the cost of the Lessee. The building includes all mechanical, plumbing, electrical, fire and sprinkler equipment therein located at One Finance Way, Providence, Rhode Island 02903.

The building is equipped with basic kitchen equipment that is included in the lease. However, the repair, maintenance or replacement of these items and related labor costs are the responsibility of the Lessee. If these items are not needed for Lessee's service or operation, the Parks Department will remove item(s) per request within 14 days of execution of the Lease. There is an elevator that must be operable, maintained and inspected in accordance with all applicable state and local rules and regulations at the Lessee's expense.

### **2.1 Street Level Atrium**

This area includes the Atrium and Clocktower as well as elevator and staircase to the mezzanine space. This street level terrace on Finance Way is available for occasional public programming via a permit at additional cost but must otherwise remain open for public use.

## **2.2 Mezzanine Space**

The mezzanine space (~1,800 sq. ft.) is accessed from Finance Way Atrium or from the Waterplace Park exterior stairs see (Ex. 1). This space includes a 1,000 sq. ft. outdoor terrace. The atrium connects the street-level and ground-level floors.

## **2.3 Ground Level Space**

The ground level (~3,000 sq. ft.) is directly accessible from the Mezzanine stairs or Waterplace Park (see Ex. 1). This floor also includes a 1,000 sq. ft. outdoor patio. The adjacent utility room contains several electrical panels for the operation of the Pavilion. As such, access to the adjacent utility room and egress is allowed including the shared use of the bathroom and a storage closet, but otherwise the main area which room contains all the electrical infrastructure for Waterplace Park is not considered part of this lease and may be accessed directly by Parks or Waterfire personnel at anytime. The City reserves the right at anytime to perform improvements to the property or adjoining area including MEP systems and other infrastructure elements.

## **2.4 Walkways**

The Finance Way walkway and Mezzanine and Ground-Level adjacent patios may be used but must otherwise remain open for public use and free and clear of objects/furnishings.

## **2.5 Storage Areas**

There are limited storage areas within the building (see Ex. 1).

## **2.6 Site Visits**

Interested Respondents are invited and encouraged to visit the property on the scheduled Open House date:  
- **Thursday 10/16 at 2:00 PM.** Alternative showings may be scheduled by contacting Nicholas Cicchitelli, Director of Real Estate, at [ncicchitelli@providenceri.gov](mailto:ncicchitelli@providenceri.gov) or 401-680-8418.

## **2.7 Parking**

While on-street parking near Waterplace Park is limited, private parking lots are within a short walking distance. Respondents are responsible for making their own parking arrangements.

## **2.9 Noise**

Noise from the facility and grounds must comply with applicable noise ordinances. A permit and/or special approval is required for any outdoor entertainment.

## **3.0 GENERAL OPERATING REQUIREMENTS**

### **3.1 Operating Calendar and Hours**

Respondents must provide an operating schedule that is considerate of nearby residential areas. Operations may not extend beyond midnight or begin before 8 AM and must follow all Board of Licenses' stipulations and applicable ordinances.

### **3.2 Start Date**

The successful Respondent must provide a schedule of development timeline, including major milestones and expected opening.

### **3.3 Type of Service**

This RFP does not prescribe a specific type of restaurant or service but encourages proposals that are unique, enhance the character of Providence, and benefit the community. The potential for pedestrian activation of Waterplace Park basin is preferred and will heavily influence selection.

### **3.4 Alcoholic Beverages**

The successful Respondent may sell alcoholic beverages after obtaining the appropriate licenses from the City of Providence Board of Licenses. Alcoholic beverages must be consumed only within the licensed areas of the Pavilion.

### **3.5 Lease Term**

The City is seeking a lease term of ten (10) years, with an option to extend for an additional five (5) years, pending mutual agreement. However, alternative terms may be considered and should be clearly included as part of the bid package.

### **3.6 Inspections**

The Parks Department will conduct up to 4 inspections annually for compliance with lease terms. Violations of any terms therein may result in early lease termination.

## **4.0 LESSEE RESPONSIBILITIES**

### **4.1 Space Buildout**

The successful Respondent will be responsible for all capital improvements, fixtures, equipment, and any necessary exterior improvements, including awnings and furnishings. All improvements will remain on-site and become the property of the City upon lease expiration. All improvements will require the prior approval of Parks Department and any relevant permits.

### **4.2 Facility Maintenance**

The Lessee is responsible for maintaining, repairing and replacing all mechanical, electrical, and plumbing systems, including HVAC associated with the Pavilion building, terraces, and patio. An exterior HVAC unit is located adjacent to the building and is considered the responsibility of the Lessee. The Lessee is responsible for securing the building envelope. Any water infiltration, regardless of origination, to the building will be the responsibility of the Lessee.

### **4.3 Equipment and Procurement**

The Lessee must procure all equipment, food, beverages, and cleaning supplies necessary for the operation and comply with all health and sanitation requirements.

### **4.4 Permits**

Lessee is responsible for obtaining all applicable permits, licenses, and fees for the operation.

### **4.5 Taxes**

The Lessee is responsible for all federal, state, and local taxes related to the operation.

### **4.6 Rental Payments**

The Lessee must submit one-twelfth of the annual rental payment each month. Late payments will incur a 12% annual interest rate, and rental arrears exceeding 90 days may result in lease termination.

### **4.7 Health and Safety**

The Lessee is responsible for maintaining the facility in accordance with all applicable state and municipal health and safety standards, and for securing relevant inspections and licenses.

### **4.8 Trash Removal and Sanitation**

The Lessee must manage trash storage and removal and maintain the facility's cleanliness, including interior and exterior areas.

### **4.9 Utilities and Building Security**

The Lessee is responsible for all utility lines and connections, as well as payments and building security systems.

#### **4.9.1 Damage and Insurance**

The Lessee must notify the Parks Department of any damage to the premises and maintain insurance coverage, identifying the City of Providence as Additionally Insured, including public liability and property damage insurance.

## 5.0 RESPONSIBILITIES OF THE CITY

### 5.1 Contract Administration

The Parks Department is the responsible entity to oversee Lessee's leasehold obligations. Any violations of city licensing or zoning laws may result in lease termination.

### 5.2 Special Events

The City of Providence may host up to 4 events a year at the facility and for the benefit of the community. Lessee shall agree to reasonably work with the Parks Department in such affairs. The City will continue to permit the Street Level Terrace, as well as the adjacent grounds and stage for special events, including Waterfire. The City will provide ample notice to Lessee for these events.

## 6.0 PROPOSAL INSTRUCTIONS

### 6.1 Proposal Submission

Respondents must submit proposals to the Board of Contract and Supply. Proposals are due November 17, 2025 by 2:15 PM and must be submitted with four hard copies to:

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

“Waterplace Pavilion RFP” should be noted on the submission package.  
Respondents must also email proposals to Nicholas Cicchitelli, Director of Real Estate, at [ncicchitelli@providenceri.gov](mailto:ncicchitelli@providenceri.gov) with subject line “Waterplace Pavilion RFP Response.”  
Late or partial submissions may be disqualified.

### 6.2 EVALUATION CRITERIA

#### 6.2.1 Evaluation Overview

All proposals will be evaluated by a City evaluation committee in accordance with the applicable statute and the City Home Rule Charter. Evaluations will be based on the criteria and point values listed below.

The purpose of this evaluation is to determine the most advantageous proposal for the City, taking into consideration the quality of the proposed concept, the qualifications and experience of the Respondent, and the overall public benefit.

Only Respondents receiving a minimum qualifying score of **80 points** will advance for further consideration, including financial review and lease negotiations.

#### 6.2.3 Evaluation Factors

| Evaluation Criteria                                               | Weight (%) | Explanation                                                                                                                                                                                 |
|-------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Development team experience, qualifications, and prior work       | 25%        | Demonstrated capacity of the Respondent and team to successfully complete projects of similar size, scope, and historic character. Strong references and proven track record will be valued |
| Project financial feasibility and Respondent's financial capacity | 20%        | Evidence that the project is financially viable and that the Respondent has adequate resources or financing commitments to bring the project to fruition                                    |
| Business model and pedestrian activation considerations           | 25%        | Strength of the business model and impact on the Waterplace Pavilion basin, with preference to encouraging pedestrian                                                                       |
| Project schedule and implementation readiness                     | 10%        | Realistic and achievable project timeline that demonstrates the Respondent's ability to proceed efficiently from site control through grand opening                                         |
| Alignment with City objectives                                    | 20%        | Consistency of the concept with Parks Department's planning goals                                                                                                                           |

#### 6.2.4 Scoring and Award Process

1. **Initial Evaluation:**

Proposals will be scored on a **100-point scale** based on the weighted criteria above. Respondents receiving a minimum score of 80 points will be deemed **qualified** for further consideration.

2. **Interviews and Clarifications:**

The Evaluation Committee may invite qualified Respondents to participate in interviews or provide clarifications to ensure full understanding of their proposal.

3. **Shortlisting:**

Based on preliminary scores and interviews, the Evaluation Committee may create a shortlist of the highest-ranked Respondents to advance to the next phase.

4. **Best and Final Offer (BAFO):**

Shortlisted Respondents may be requested to submit a **Best and Final Offer**. The BAFO process allows Respondents to revise elements of their proposal—such as financial terms, capital investment commitments, or operational enhancements—based on feedback from the Evaluation Committee.

5. The City may hold additional meetings or presentations during this phase.

6. BAFO submissions must be received by the deadline specified in writing by the City.

7. Failure to submit a BAFO when requested may result in disqualification from further consideration.

8. **Final Selection and Recommendation:**

After evaluating BAFO submissions, the Evaluation Committee will recommend the proposal that represents the **best overall value to the City** for approval by the **Board of Parks Commissioners**.

Final award is contingent upon successful negotiation of lease terms and compliance with all applicable City and State requirements.

#### 6.2.5 Required Proposal Content

To ensure a fair and comprehensive evaluation, each proposal must include the following:

1. Narrative overview of the proposed business concept, service offerings, and public benefit.
2. Detailed description of Respondent's experience and qualifications relevant to comparable projects.
3. Proposed rental structure, financial plan, and documentation of financial capacity.
4. Project schedule and milestones, including expected start and completion dates.
5. Description of proposed capital improvements and design renderings (if available).
6. Marketing and activation plan to enhance Waterplace Park as a public destination.
7. Two (2) to three (3) professional references from clients, property owners, or municipal partners.

#### DISCLAIMERS / DISCLOSURES / STATEMENT OF LIMITATIONS / OTHER TERMS

1. This RFP shall not be construed in any manner to create an obligation on the part of the BOPC 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. BOPC and Respondent will mutually negotiate and execute a Purchase and Sales agreement, Option to Purchase agreement, or other memorandum of sale, will contain performance conditions, and a reverter clause.
3. The Respondent will be responsible for its own predevelopment costs, fees, brokerage commissions, attorney's fees, closing costs, etc.
4. The Property is in the titular possession of the Providence Redevelopment BOPC. Sale of real property is governed by statute and the City of Providence Home Rule Charter. The Board of Directors must approve the sale before the BOPC enters into a binding disposition agreement, and transfer of title.
5. The BOPC 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 BOPC to have submitted the most desirable proposal, or to award to

multiple Respondents. The BOPC reserves the right to reject without further review any responses that it deems to be incomplete or unresponsive. In the event that no acceptable redevelopment proposal is received from the public offering, the BOPC may elect to hold the Property off the market pending the submission of a new public offering. The BOPC reserves the right to take the Property off of the market if it appears that such action would be in the best interest of the BOPC.

6. This RFP, the submissions in response to it, and any relationship between the BOPC 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 BOPC.
7. All materials submitted to the BOPC 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).
8. Every Interested Party must be familiar with the lobbying registration and disclosure requirements contained in Article XVI, Chapter 2 of the BOPC’s Code of Ordinances. If applicable, Interested Parties must identify any individuals engaging in lobbying activities on its behalf with respect to the BOPC.
9. The BOPC is subject to the Code of Ethics of the BOPC 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 BOPC’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).



## 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.
- 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).



**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



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

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 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

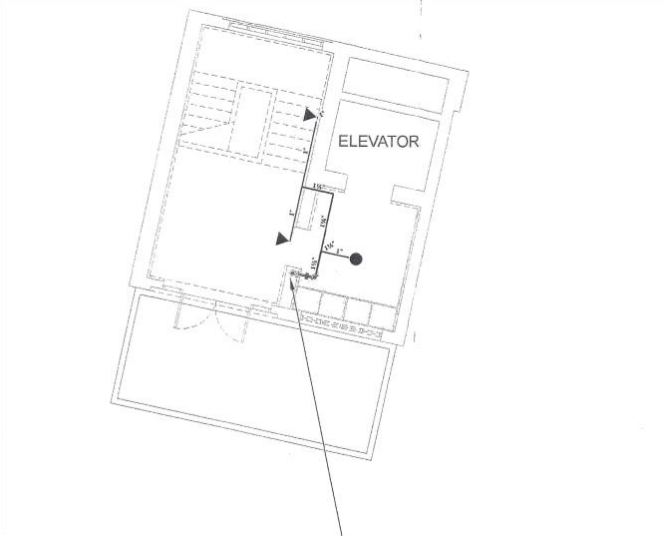
shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall 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.

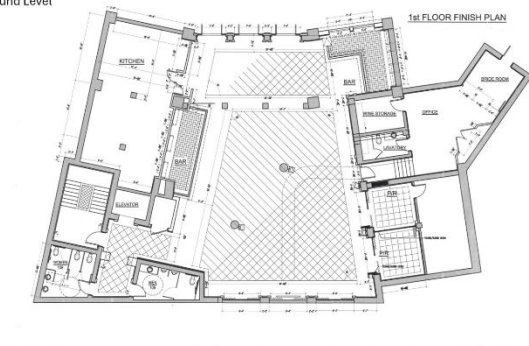


**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

Street Level Atrium



River or Ground Level



Mezzanine or Second Floor Space

