



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

REQUEST FOR PROPOSALS

Item Description: OPERATION/LEASE OF THE SNACK BAR LOCATED AT THE CITY CENTER RINK – (5) YEAR LEASE WITH ONE (5) YEAR OPTION

Procurement/MinuteTraq #: 46325

Date to be opened: 9/23/2024

Issuing Department: Department of Parks

QUESTIONS

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

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference
September 12, 2024 at 9:00 AM – City Center Rink

Questions will be due Monday September 16 by 12 pm

Deadline for questions submissions: September 16, 2024



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 9/23/2024

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

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

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

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

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

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



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BID PACKAGE CHECKLIST

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

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

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

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

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

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

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



**BOARD OF CONTRACT AND SUPPLY
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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. 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.
9. 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.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. 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.
12. 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.
13. A certificate of insurance will normally be required of a successful vendor.
14. 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.)
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

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

The following entry applies only for COMMODITY BID TERMS:

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

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

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



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BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

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

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

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

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

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

understanding that:

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

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

this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

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

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

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

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

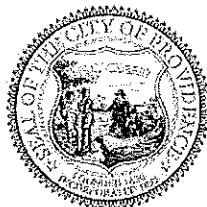
b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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MBE/WBE Participation Plan

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

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

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



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MBE/WBE Waiver Request Form

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

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

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

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

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

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

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

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

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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SUPPLEMENTAL INFORMATION

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

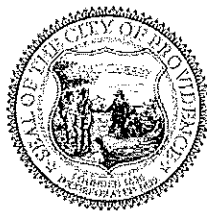
An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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

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



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SUPPLEMENTAL BID FORM

To whom it may concern:

1. In submitting this Bid, the bidder understands that the right is reserved by The Providence Parks Department to reject any and all Bids, If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within (10) days after the Agreement is presented to him/her for signature.

Herewith in accordance with the instructions to Bidders.

2. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this. Bid or any bids for the Contractor for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.

3. The City of Providence reserves the right to determine the lowest responsible Bidder based on past experience with the City and/or recommendations by City and/or state agencies with an interest in this procurement. The City reserves the right to award the project to the appropriate bidder in the best interest of the City of Providence.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregation facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, term "segregation facilities" means any waiting rooms, work rooms, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

DATE _____, 20__

ADDENDA: The undersigned acknowledges receipt of the following Addenda, if any, and has included the provisions thereof in this Bid (If Any):

Name of Bidder and Official Address:
Name of Authorized Representative (Contact):

<u>Addendum No.</u>	<u>Date</u>
<u>Addendum No.</u>	<u>Date</u>
_____	_____, 20__
_____	_____, 20__
_____	_____, 20__
_____	_____, 20__

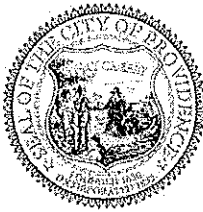
By _____

(Signature)

Title _____

E-Mail: _____

Phone: _____



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

Project Description:

Operation/Lease of the Snack Bar Located at the City Center Rink as described in the specifications.

BASE BID: The Base Bid scope of work for this project shall include, but not be limited to the following: The total lease payments for the (5) year term (October 10, 2024 thru September 30, 2029).

ADD ALTERNATES include: The total lease payment for the (5) year term (Option) (October 1, 2029 thru September 30, 2034).

In addition to stating the Total Base Bid, the bidder shall state Unit Prices for related work listed under each bid item which represents the work items included in the Total Base Bid. The Unit Prices are quoted for computing adjustments to the Base Bid prior to Contract award, as well as during the course of construction, based upon extra work ordered by the City or for work countermanded, reduced or omitted by the City in order to stay within the Project budget.

Base Bid Items and Unit prices are to be Completed prices to be added or deducted on the basis of quantities of work involved, for each item in place in the unit indicated.

Yearly Lease Payments to be made in (12) monthly payments for a total lump sum for the year:

- Lease Payments 10/10/24 thru 09/30/25 (12) Months – 1st Year \$ _____ / Year
- Lease Payments 10/01/25 thru 9/30/26 (12) Months – 2nd Year \$ _____ / Year
- Lease Payments 10/01/26 thru 9/30/27 (12) Months – 3rd Year \$ _____ / Year
- Lease Payments 10/01/27 thru 9/30/28 (12) Months – 4th Year \$ _____ / Year
- Lease Payments 10/01/28 thru 9/30/29 (12) Months – 5th Year \$ _____ / Year

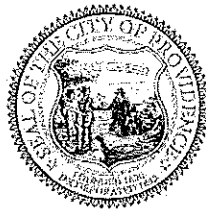
Total Base Bid: Sum of Yearly Lease Payments for first (5) Year Term:

_____ Dollars

(\$ _____), **TOTAL BASE BID**

Please note that the list above is not intended to include all items required to complete the base bid scope of work but can and shall be used to adjust the contract prior to or after award – in the best interest of the City of Providence.

BIDDER: _____



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ADD ALTERNATES:

Option for (5) Additional Years

Yearly Lease Payments to be made in (12) monthly payments for a total lump sum of:

Lease Payments 10/1/29 thru 09/30/30 (12) Months – 6th Year \$ _____ / Year

Lease Payments 10/01/30 thru 9/30/31 (12) Months – 7th Year \$ _____ / Year

Lease Payments 10/01/31 thru 9/30/32 (12) Months – 8th Year \$ _____ / Year

Lease Payments 10/01/32 thru 9/30/33 (12) Months – 9th Year \$ _____ / Year

Lease Payments 10/01/34 thru 9/30/35 (12) Months – 10th Year \$ _____ / Year

Total Base Bid: Sum of Yearly Rents for second (5) Year Term:

_____ Dollars

(\$ _____), **TOTAL Add Alternate (5) Year Option**

Please note that the list above is not intended to include all items required to complete the base bid scope of work but can and shall be used to adjust the contract prior to or after award – in the best interest of the City of Providence.

BIDDER: _____



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I. Invitation to Bid

A. Purpose

The City of Providence Parks Department is looking for qualified businesses to lease a prime section of the City Center Rink building, known as the "Snack Bar." This space includes a food service line, dining area, back prep kitchen, and storage area within the Skate Rental Area for walk-in freezer and refrigerator.

Located in the heart of Downtown Providence, The Providence Rink recently underwent a \$2.5 million investment. This investment was aimed at improving climate resiliency and sustainability, upgrading infrastructure and aesthetics, and adding a new artisanal shade structure to ensure the rink remains a year-round destination for all.

The Snack Bar's mission is to elevate the visitor experience at City Center Rink and downtown Providence by providing quality food concessions all year round. The chosen lessee will also have the opportunity (non-exclusive) to provide food services for skating rink birthday parties, special events, and more, starting October 10, 2024, with a five-year lease.

B. Location



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Centrally located at Kennedy Plaza in downtown Providence, adjacent to landmarks like Biltmore Park and City Hall, the City Center Rink offers unparalleled visibility and accessibility. Situated at the corner of Washington Street and Dorrance Street, it benefits from proximity to major transportation hubs connecting Providence, Boston, and New York City.

C. Solicitation Qualifications

This solicitation does not obligate the Parks Department to award a contract or incur any proposal-related costs. The department reserves the right to accept or reject proposals and modify or cancel this solicitation as deemed in its best interest.

II. General Operating Requirements

A. Start Date The successful bidder shall commence operations at the Snack Bar no later than November 15th, 2024.

B. Alcoholic Beverages For special events such as parties or fundraisers, the lessee may obtain a special one-day permit from the City of Providence Board of Licenses to serve alcoholic beverages. The Parks Department must be notified in advance of any such events where alcohol will be served, and a Providence Police Officer must be hired for security.

C. Lease Term The initial lease term shall commence on October 10, 2024, and expire on October 9, 2029, unless extended by mutual agreement. At the end of the lease term, the space will go back out to public bid, and the current lessee may participate in the bidding process.

D. Compliance With Laws The lessee agrees not to conduct any trade or occupation in the leased premises that is unlawful, improper, noisy, or contrary to any municipal by-law or ordinance in force in the City of Providence. The lessee shall also comply with all applicable federal, state and local laws, regulations and policies.

III. Vendor Responsibilities

A. Equipment and Procurement The vendor shall procure all necessary equipment, food, beverages, and cleaning supplies required to operate a restaurant and food service operation in compliance with the health and sanitation regulations of the Rhode Island Department of Health.

B. Maintenance Of Premises The lessee shall be responsible for maintaining all equipment and the interior of the leased premises, including plumbing, drains, heating and cooling systems, ductwork, electrical systems,



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lighting, internet, communications, and security cameras. Regular preventative maintenance and necessary repairs are the lessee's responsibility, using licensed and certified contractors or technicians.

C. Permits The lessee shall obtain and maintain all necessary permits, licenses, fees, and taxes required to operate a restaurant and food concession in the City of Providence and the State of Rhode Island. This includes health department licenses, sales permits, and any other documents required by law.

D. Personnel The lessee shall recruit, hire, train, supervise, outfit, direct, discipline, and if necessary, discharge, all personnel working at the restaurant and food concession. The lessee is responsible for all costs related to employee compensation, payroll, and workers' compensation. Employees must comply with all federal, state, and local laws and regulations, including those related to non-discrimination and health standards.

E. Taxes The lessee shall be responsible for all federal, state, and local taxes resulting from its operation, including sales tax, income tax, and payroll tax. Property taxes are not applicable.

F. Rental Payments The lessee agrees to pay a minimum rent, payable in advance on the first day of each month during the lease term. Additionally, a security deposit of five thousand dollars (\$5,000) shall be paid, refundable at the end of the lease term if no damages or excessive cleaning are required.

G. Health and Safety The lessee shall maintain the restaurant and food concession in a clean, safe and sanitary manner at all times, complying with industry standards and all federal, state, and local health codes and regulations. The operation is subject to inspection by the Parks Department and other relevant agencies for safety and health compliance.

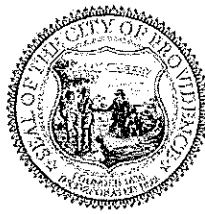
H. Trash Removal The lessee is responsible for trash and recycling services, including the removal of all waste. Trash and recycling must be stored in 96-gallon totes and serviced multiple times per week. Permanent dumpsters are not permitted in the park.

I. Sanitation The lessee is responsible for cleaning all areas of the snack bar, designated storage space in the skate rental area, and the immediate exterior area where outside dining is encouraged. Maintaining cleanliness and sanitation is crucial for compliance with health regulations.

J. Signs and Graphics Subject to approval by the Parks Department, the lessee may display signage in designated areas for advertising their business. Additional signage on the exterior is limited due to building constraints and the regulations and authorization of the Downtown Providence Design Review Committee. Mobile sandwich boards may be permitted.

K. Assignment of Responsibilities The lessee shall not sublet, assign, transfer, or delegate any responsibilities without prior written consent from the Parks Department. Subcontracts do not relieve the lessee of liabilities and obligations under the lease.

L. Building Security Safety and security within the leased areas is the responsibility of the lessee. Any necessary security changes must be approved by the Parks Department. For special events, the Parks



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Department may limit direct access to the City Center from the Snack Bar entrance and will provide 48 Hours' notice when this is needed.

M. Damage to Premises The lessee shall promptly notify the Parks Department of any damage or fire occurring on the premises and provide copies of any related injury claims received.

N. Insurance The lessee must secure workers' compensation insurance for all employees and provide general liability insurance, public liability, property damage, and products liability insurance. Minimum coverage amounts must be maintained throughout the lease term, and the City of Providence must be named as additional insured at no cost.

O. Alterations-Additions No alterations or additions to the leased premises, including the storage area in the Skate Rental area, may be made without the express written consent of the Parks Department.

P. Music Loud music, music with profanity, or amplified music is not permitted at any time during operating hours. Noise levels must comply with city ordinances, and cannot compete with City Center events and programs.

Q. Security Deposit A security deposit of five thousand dollars (\$5,000.00) is required, refundable at the end of the lease term if no damage has occurred and rental payments are up to date.

R. Utilities The Lessee agrees to be solely responsible for all utilities and services required for the leased premises, including but not limited to electricity, gas, trash collection, and any other services or charges incurred during the term of this lease. The city will cover the costs of water and sewage. The Lessee shall ensure that all utility accounts are in their name and promptly pay all bills and charges related to such services. The Lessee acknowledges that the Landlord shall have no obligation to provide or pay for any utilities or services and that failure to pay utility bills may result in the suspension or discontinuation of services by the respective utility providers.

IV. The Responsibilities of the City

A. Contract Administration The City of Providence shall oversee the lessee's operation of the restaurant and food concession as specified in the lease agreement.

B. Equipment The Parks Department does not assume responsibility for any equipment or other property owned by the lessee.

C. Facility Maintenance and Repair The City shall be responsible for maintaining and repairing specific items associated with the leased property, including the fire alarm system, outdoor lighting, building facade, roof, water and sewer lines outside the building, and electrical service outside the building.



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V. Proposal Instructions And Conditions

A. General Requirements Each bidder must submit three (3) complete copies of their proposal. Proposals should be clear, concise, and include all required documentation. Pages containing confidential information must be clearly marked as such.

B. Authority to Bind Lessee The proposal must identify the individual(s) authorized to contractually bind the lessee.

C. Joint Proposals Joint proposals are permissible if clearly indicated in the submission.

D. Inquiries All inquiries regarding the RFP must be submitted in writing by September 15th, and responses will be provided in the form of addenda to all prospective bidders.

E. Late Proposals Proposals received after the designated time and date will not be considered.

F. Award Criteria Proposals will be evaluated based on experience, management structure, proposed rent, operational details, and adherence to specifications outlined in the RFP. The decision of the Board of Contract and Supply is final.

G. Bid Submission Proposals must be submitted in person or by mail to the City Clerk's Office at Providence City Hall, 25 Dorrance Street, Providence, RI 02903, clearly labeled with the RFP title.

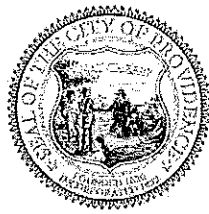
VI. Proposal Contents

A. General Information Include firm name, address, contact person, principals, key personnel, litigation history, and confirmation of good standing with the Rhode Island Tax Division and registration with the Rhode Island Secretary of State.

B. Experience Detail previous experience in running similar restaurant/food concession facilities, including locations, staffing, and references.

C. Proposed Operation Outline hours of operation, staffing levels, menu, pricing, operational methods, customer service approach, signage plans, uniforms, and special events menu.

D. Proposed Rental Payment Complete the Bidder's Blank with proposed rental payment details.



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VII. Contractual Requirements

A. Contract Preparation The City shall prepare the lease agreement outlining the terms and conditions.

B. Choice of Law The contract shall be governed by Rhode Island state law.

C. Provisions Separable Each provision of the contract is independent, and if one provision is deemed invalid, the others remain in effect.

D. Amendments to the Contract No oral modifications to the contract are valid; all changes must be documented in writing.

E. Termination of Contract Termination may occur without cause with ninety (90) days' notice from either party. Termination for cause is possible with specific conditions outlined in the lease.

F. Notices All notices shall be delivered in writing to the designated addresses of the parties.