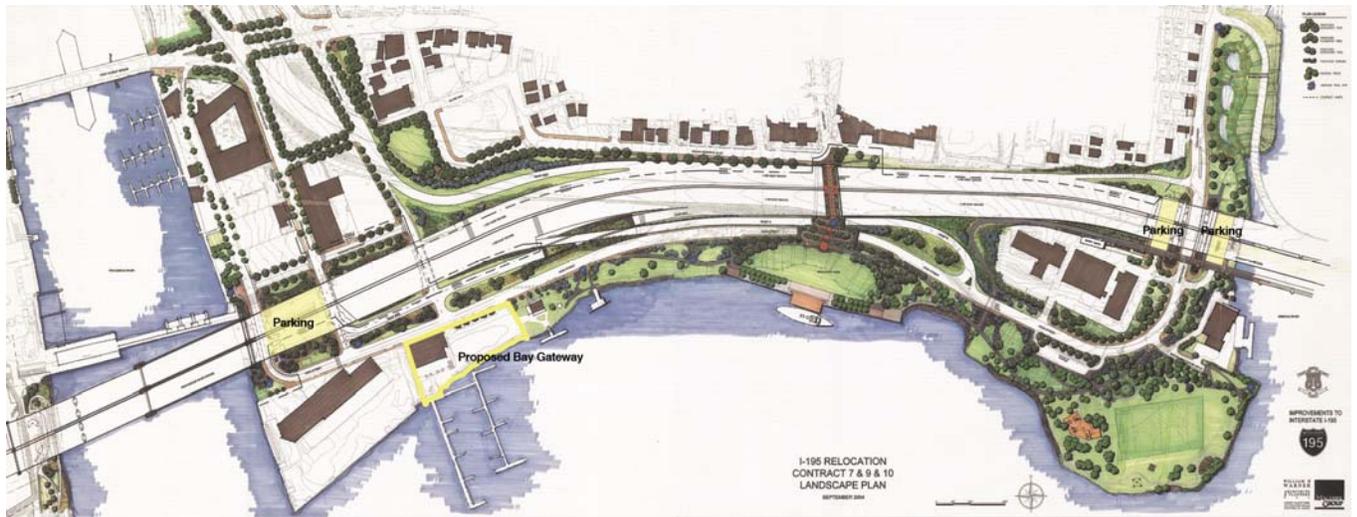


REQUEST FOR PROPOSALS

*25 INDIA STREET
PROVIDENCE, RI*



**State of Rhode Island and Providence Plantations
Division of Purchasing**



**Solicitation Information
August 20, 2012**

RFP # 7457985

TITLE: LEASE OF STATE PROPERTY – 25 India Street, Providence, RI (property formerly known as “Shooters”)

SUBMISSION DEADLINE: October 4, 2012 @ 11:00 AM (ET)

**VOLUNTARY PRE-BID/ PROPOSAL CONFERENCE: YES
DATE: WEDNESDAY, SEPTEMBER 5, 2012 AT 10:15AM
MANDATORY : NO**

LOCATION: Rhode Island Department of Administration, One Capitol Hill, 2nd Fl. Conference Room A. Additionally, prior to the pre-bid conference, the 25 India Street property will be available for a walkthrough on SEPTEMBER 5, 2012 AT 9AM TO 9:45AM. (Questions will not be answered until the Pre-Bid Conference.)

Questions concerning this solicitation may be e-mailed to the Division of Purchases at rfp.questions@purchasing.ri.gov no later than **September 7, 2012**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY REQUIRED: YES -- A bid surety (i.e. cashiers check, bank check, bid bond, treasurers’ check, money order) payable to the State of Rhode Island, in the amount of \$10,000 shall be furnished by each offeror with their proposal. See section 5 for more details.

BOND REQUIRED: NO

**Daniel W. Majcher, Esq.
Assistant Director, Special Projects**

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Vendors:

Offers received without the entire completed three-page RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

I. General Instructions and Notifications to Bidders

The Rhode Island Department of Administration, Division of Purchases (“Division”), on behalf of the Rhode Island Department of Environmental Management (“Department”) is soliciting proposals in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, available on the internet at www.purchasing.ri.gov, from potential offerors to lease Plat 18, Lots 344 and 345 in the City of Providence, with experience in the design, development, construction, financing, operation and maintenance of commercial waterfront property, with an emphasis on publicly accessible components of operations, including, but not limited to, marina development, ferry operations, outdoor markets, and restaurants.

1. Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely. Failure to make a complete submission as described herein may result in a rejection of the proposal.
2. Alternative approaches are solicited. However, proposals which depart from, or materially alter, the terms and requirements in this RFP may be rejected as being non-responsive. Additionally, the Division reserves the right to reject or accept any and all proposals on such a basis that the Division deems to be in its best interest.
3. In order to submit a proposal, vendors must properly register with the State of Rhode Island. For information on registering, please review the Division’s website at www.purchasing.ri.gov and under the heading “Vendor Registration Information.”
4. The Purchasing Agent reserves the right to request additional information regarding the “responsibility” of any offeror and accept or reject any bid on the basis of “responsibility” in his or her discretion.
5. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for costs incurred during the RFP process.
6. Proposals are considered to be irrevocable for a period of not less than one hundred and eighty (180) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent. Any such withdrawal may result in forfeiture of the submitted bid surety.
7. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

8. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
9. All proposals should include the vendor's FEIN or Tax Identification number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
10. It is intended that an award pursuant to this request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontractors are permitted, provided that their use is clearly indicated in the Offeror's proposal, and that the subcontractor(s) proposed to be used are identified in the proposal.
11. Bidders are advised that all materials submitted to the State for consideration in response to this RFP will be considered "Public Records" as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon award.
12. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information or changes relating to this solicitation may be released in the form of an addendum.
13. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.
14. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This is a requirement only of the successful vendor.*
15. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact dorinda.keene@doa.ri.gov.

16. Questions and Proposal Submission Questions concerning this solicitation may be emailed to the Division in accordance with the terms and conditions expressed on page 2 of this solicitation. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information and track the website for information and addendums.

TERM OF LEASE

The selected Vendor will provide services for a period of twenty (20) years, renewable by mutual agreement for a maximum of two (2) additional ten (10) year periods. This provision is subject to anticipated amendment to R.I. General Laws that will allow for a maximum lease term for this property of up to 40 years. A sample lease is included as **Appendix A** and will require final approval from the State Properties Committee. Awards resulting from this RFP will be subject to the State Procurement Regulations and the State's General Conditions of Purchase, which are available through the Internet at www.purchasing.ri.gov.

II. 25 India Street

1. Introduction

The City of Providence is the third-largest city in New England, behind Boston and Worcester, Massachusetts. Providence has an international reputation for innovation with a huge talent base from seven world-class colleges and universities, and leading hospitals and research centers. It is located on the busy Boston-Washington corridor in close proximity to all forms of transportation, multi-billion dollar markets, intellectual exchange and collaboration. The City provides an extraordinary and award-winning quality of life on scenic Narragansett Bay. The compact size of the City (20 square miles) its historic architecture, vibrant nightlife, affordable living and family friendly neighborhoods make it a highly desirable place to live, work and recreate. Providence is also home to 40 percent more knowledge workers than the national average and is recognized for its thriving knowledge, green and creative economies.

In May of 2011, the London Daily Telegraph, called Providence "New England's Coolest City", read the May 19th, 2011 article at: <http://www.telegraph.co.uk/travel/destinations/northamerica/usa/8511439/Providence-Rhode-Island-New-Englands-coolest-city.html> .

The State of Rhode Island ("State"), Department of Environmental Management ("Department"), as part of its overall mission, is responsible for the provision of safe, adequate and affordable recreational opportunities for its residents and visitors. As far back as the 1890s the Public Park Association prepared a visionary plan for a system of parks serving the metropolitan Providence area. Over the years, the State has invested tens of millions of public dollars in its infrastructure and land to provide recreational facilities. These facilities require continuous upkeep, maintenance, and improvements in order to respond to changing citizen needs and to endure heavy usage.

The period ahead promises to be a challenging time for recreation, conservation, and open space. The difficult economic circumstances facing state and local governments, coupled with a diminished federal presence, constrains our efforts to offer citizens the level of recreational services they have previously enjoyed. The investment made in recreation capital over the last decade will have to be paid (through debt service) over the next generation, while continuing to maintain facilities built and expanded in the past. Demands for recreation and leisure activities, particularly for accessible, close-to-home opportunities will continue to increase, as will regional tourism.

Over the past several years, the Department has begun to envision a sustainable parks and recreation system that will rely on both public and private funding and partnerships. Partnerships will provide relief to the public dollars needed to finance infrastructure and at the same time will open up opportunities for creative businesses to flourish within our parks systems. In many of our parks, there are operations run by non-profit agencies that provide expanded recreational opportunities such as Sail Newport with its public sailing program, Fort Adams Trust which operates the fort structure at the park, Buttonhole Golf Course operated by the Golf Foundation of RI, and the Coggeshall Farm Museum at Colt State Park. We also have partnered with private commercial enterprises to operate important State facilities such as the Blackstone Bikeway where a franchise operates out of the State Visitor's Center on Route 295 North in the Town of Lincoln, RI. Partly in exchange for its lease, the franchise provides for restroom and park maintenance.

With the 25 India Street property, the Department is seeking proposals that encompass a variety of mixed uses, primarily ones which will bring vibrancy, public access and an economic boost to the area. The neighborhood is home to a spectacular public park, a community boating center, excellent restaurants and commercial and light industrial uses.

The relocation of I-195, better known as the I-Way, is adjacent to this property and has made approximately 19 acres of land available for redevelopment. The redevelopment efforts, along with the redevelopment of this site at 25 India Street, represents one of the most important economic development opportunities in Rhode Island's recent history.

The redevelopment of the I-195 land has the potential to change the skyline of the capital city, add significant office and commercial space to the area and create a new hub of high-wage, high-skilled job growth in knowledge-based industries, including life sciences, health care and research and development. The redevelopment of this land will build upon and enhance partnerships between education and business and strengthen our urban economic base through the revitalization and reconnection of city neighborhoods once separated by the I-Way.

2. Purpose of this Request for Proposals ("RFP")

This RFP seeks bids from private vendors, marina operators, recreational professionals, concessionaires, restaurant operators, ferry service providers, water based recreational vendors, non-profit organizations, agricultural product marketing professionals, farmers, commercial property developers, and other interested parties to lease the 25 India Street property for commercial, recreational, and marina related uses. Proposals must be

beneficial to the State, City and private vendor through providing lease revenues and providing new recreational opportunities on site.

Potential responders: This RFP is not intended to limit responses from ANY interested party. Interested parties can include, but are not limited to:

1. Recreational Service providers (bicycle rentals, paddleboard/canoe/kayak/sail/motorboat rentals, marina operators, ferry service operators, bay excursion providers).
2. Full Service Restaurant/Catering operators.
3. Office and commercial property developers.
4. Food Vendors and concessionaires.
5. Recreationally-related concessions.
6. Exercise/Physical Fitness providers.
7. Arts/Cultural organizations/non-profit museum operators.
8. Farmers/Farmers Market/Produce/Poultry/Fish Providers.
9. Local Governmental or non-governmental organizations.
10. Other interested parties.

3. Property Overview

Description

The subject property is comprised of Assessor's Plat 18, Lots 344 and 345, consisting of 73,436 square feet of excess land and improvements at 25 India Street, Providence, Rhode Island. Maps of the property to be conveyed and its environs are attached as Exhibits A and B. The parcel is under the ownership of the State of Rhode Island, with care and custody to the Department of Environmental Management (DEM).

Demographics

For demographic information on Rhode Island and the City of Providence, including population, education, economic, and employment, please refer to the following site: http://www.provchamber.com/ed_marketresearch%20.aspx

Size, Shape and Site

The subject property consists of two contiguous parcels of land identified as Assessor's Plat 18, Lots 344 and 345 in the City of Providence located on the south side of the newly relocated Route I-195 and the Fox Point Hurricane Barrier. The subject property is situated in a waterfront zoning district that supports a mix of uses.

The property is generally rectangular in shape and contains 73,436 square feet of land area. It enjoys 418.62 linear feet of frontage along the Seekonk River and 384.62 linear feet of street frontage along India Street. There is direct access to Interstate Routes I-195 and I-95. The property is generally level at street grade though sloping gently towards the River. The property is currently improved with a one story steel structure on which the former "Shooters" restaurant and nightclub was formerly situated. Included with the property is a marina permit for a 90-slip marina approved by the RI Coastal Resources Management Council in Assent B89-3-14. The actual marina previously developed on site accommodated approximately 35 boat slips. The marina has been unused and not

maintained since the RIDOT acquired the property in 2001. The State recently removed the damaged docks and related debris from the area. Surface drainage for the entire parcel appears adequate at present. Drainage related to future development plans will be subject to review by the city and CRMC.

CRMC Permit and the Urban Coastal Greenway

In February of 1990, the RI Coastal Resource Management Council (CRMC) granted Assent B89-3-14 to India Point Associates for a 90 slip marina with associated support facilities. The permit is attached hereto. For purposes of redevelopment, respondent should assume that this permit remains valid under terms and conditions as provided. However, amendments to the marina plan may require review and approval by CRMC.

The development of the property must also be consistent with the CRMC's requirements under its Metro Bay Region Special Area Management Plan (SAMP), and the Urban Coastal Greenway (UCG) Policy for property located in a designated "Development Zone." The SAMP and the UGC can be found at

http://www.crmc.ri.gov/regulations/SAMP_MB_UCG.pdf

Zoning

Prior to its taking by the State, the property was utilized as a restaurant/nightclub /marina complex and enjoyed "W-2 Waterfront Mixed Use District" zoning. This zoning allows for a wide variety of residential, commercial, and light industrial uses with an allowable maximum building height of 75 feet. However, recent planning efforts have designated the site not suitable for residential (see below). Bidders are encouraged to consult directly with City officials as to permitted uses or zoning questions.

Planning

The future development of this property has created great interest by neighborhood groups and Providence residents. A number of Neighborhood Planning sessions have been held by City government to gain input in the development of various neighborhoods. The following excerpt is from the document "PROVIDENCE TOMORROW," College Hill, Wayland and Fox Point Neighborhood Plan, October 2009.

"Waterfront

The waterfront was a frequent topic of discussion, especially relating to the Fox Point neighborhood and the India Point area in particular. During the charrette session on the relocation of Route 195 and the future of the resulting development parcels, several common themes emerged, among them public access and open space on the waterfront, continuous connections along the waterfront, and the scale and height of buildings near the water. The charrette session included presentations on view corridors, the plans and phasing of the 195 relocation, and the results of the Project for Public Spaces Head of the Bay Placemaking Workshop, followed by an exercise focusing on the redevelopment of six specific parcels likely to be redeveloped after the highway relocation is completed. Participants were asked to provide input on use, height, density, and design. Four

of the parcels are located along South Main Street; input on redevelopment of these sites tended to address the parcels as one district with consistent standards, focusing on neighborhood-scale development, mixed use, historic context, and pedestrian considerations.

Suggestions for the former “Shooter’s” site, the subject of much attention before, during and since the charrette, focused on a mix of public and private use, public access to the waterfront, active uses that complement the waterfront, and maximization of open space and views to maintain an open waterfront feel. Participants wanted to make sure that any future development of the Shooters site does not include residential uses. Suggestions for the Brown University owned warehouse parcels east of the Radisson Hotel were more varied and less specific, generally calling for a mix of active uses and relatively low density.

Subsequent to the College Hill, Fox Point, Wayland Charrette, the Waterfront Charrette was held. While the primary topic of discussion was the Allens Avenue waterfront, attention was also focused on Fox Point and the 195 parcels. A waterfront study conducted for the City analyzed development constraints and the best land uses for the parcels south of the hurricane barrier, including the empty warehouse buildings currently owned by Brown University, the vacant “Shooters” site and the adjacent parcels to the west. The current land use and zoning designation is Waterfront Mixed Use, which allows for a variety of uses including recreation and open space, community and non-profit space, retail and commercial uses like shops, restaurants, office space, hotel, and residential uses. There have been many suggested types of uses for these parcels, but the consensus is that there should be a mix of public and private uses, including cultural and recreational uses that would provide public access to the waterfront, create a destination and serve as a transportation hub. This vision would link pedestrian walkways from India Point Park to riverwalks downtown and provide a link from waterside transportation to bike paths, trolley stops and highway interchanges.

For the Shooters site, however, a zoning map notation will be implemented to exclude residential uses from any future redevelopment of the site. The RICRMC requires a 25 ft. minimum Urban Coastal Green way on the Shooter’s site and an additional 25 ft. construction setback (see image on following page). If a developer for the site seeks additional capacity, the City Plan Commission, through the Major Land Development review process, will work with developers to provide public amenities such as additional public access to the site through a marina, or designated open space in return for additional development capacity on the site. Additional capacity will be limited to the current regulations set forth in the Zoning Ordinance which allows up to two additional stories of height.”

Other studies

Several other planning and marketing studies have been completed by a group of Fox Point neighborhood residents and the so-called “Head of the Bay Gateway” (HOBG)

group. Two studies may be of interest to potential respondents, the Marina Study, prepared for HOBG by Harbor Engineering, Inc., in September 2010 and the Providence Gateway Plan Prepared for HOBG by Rustpoint Advisory, LLC, in December, 2010. Both reports can be found at <http://makeshooterspublic.com/>. **The State makes no representations on the validity of facts contained within these reports; all data should be carefully reviewed by Respondents for accuracy.**

Utilities

Electrical services, public sewer and public water are all available to the site.

Taxes

The successful bidder shall be responsible for payment of taxes as required under R.I.G.L. 44-4-6 which requires estates in possession of a tenant for a term of ten or more years when required by the terms of his or her lease, the tenant shall pay taxes on the estate.

Location and Neighborhood and Connections

The subject property is located on the southerly side of the Relocated Route I-195 (I-Way) abutting India Street. The parcel is situated between the Providence Steamboat property complex and the Community Boating Center, which is located in India Point Park. More information about India Point Park and the Community Boating Center can be found at <http://www.communityboating.com/> and <http://www.friendsofindiapointpark.org/park.html>.

This property location represents the nexus of three bikeway systems, the East Bay Bikeway, the Washington Secondary Bikeway and the Blackstone Bikeway. This location is a connector of populations from points as far north as Woonsocket to points south to Bristol and west to the Connecticut border in Coventry. Pedestrians can easily access this property from downtown at Waterplace Park to College Hill and the East Side.

The Fox Point neighborhood just north of the I-Way is densely developed with a mix of residential, recreational, commercial, office, retail/service, hotel, and light industrial uses. The property has good exposure and access to Routes I-195 and I-95. All city services and utilities, including water, sewer, electricity, natural gas, telephone, police, fire protection, and garbage collection are available and in use throughout the neighborhood.

This property is adjacent to what is referred to as the “Knowledge District” due to the proximity to universities and colleges, hospitals, and research centers. Read more about the Knowledge District at the City’s Chamber of Commerce site: <http://www.provchamber.com/files/knowledge%20economy%20knowledge%20district115.pdf>

Public Parking

It is estimated that there are over 150 +/- on street public parking spaces available for use that are within a quarter mile of this site. There are additional spaces located in off street private lots that are available to the public for parking for a fee. Parking may also be accommodated on site with an estimate of 75 spaces with the current configuration.

Flood Zone

The property is located in an area designated as “V18” with an established flood elevation of 19 feet. “V” zones are susceptible to flooding and wave and wind damage.

Easements and Encumbrances

There is evidence of a Public Access Agreement granted from India Point Associates to the Coastal Resource Management Council dated June 20, 1990 granting access to the guests and tenants of the marina to cross over a tract of land on the westerly portion of Lot 345. The easement ranges in width from 10’ to 24’. The easement location is expected to be modified as part of any new proposal for waterfront development.

4. Criteria for 25 India Street Public Private Partnership

Please carefully review and consider the criteria set forth below for the future use and development of the property at 25 India Street. These criteria will be used by the review team to determine the best economically viable proposal which accommodates credible and purposeful public use and enjoyment of the site.

The State of Rhode Island anticipates that any operator of this facility on State property will provide an overall net return in revenue and/or services to the State. This net return could be in the form of direct revenue to the State, provision of public facilities, amenities and services equal to a fair market rent, or a combination of direct revenue and public benefits.

Any future use of this site by a private operator is required to be consistent with current activities and land uses that occur adjacent to the property and the neighborhood in general.

The State expects that any capital development of State property will be consistent with Federal, State and City of Providence rules and regulations including but not limited to, zoning, planning and development regulations. Some deviation from local regulations may be considered acceptable if the overall plan is deemed most desirable by the State working in cooperation with the City.

The State expects that capital development funding required to provide recreational services by private operator(s) will be at the sole cost and expense of the Provider. If the developer requires publicly subsidized improvements for public access components, all details and costs associated with the improvements must be specifically outlined in the proposal including hard cost estimates of work to be performed and corresponding public benefits provided by the improvements.

The State expects that terms and conditions of deeds, easements, or other restrictions on any of the property will be fulfilled by operator with assistance by the State.

Phased development of the property will be considered but a detailed timeline for full development should be provided. A short term or interim use plan may be allowed.

Proposals which combine interests of non-profit organizations and for profit developers are encouraged. The State has received interest from various non-profit entities to utilize a portion of the space to provide for public use and enjoyment of the site, including Save the Bay, Farm Fresh RI, and Providence Community Boating. However, only one primary site developer may respond.

The waterfront location should be maximized in the proposal and public outdoor use must be included in the proposal.

Year-round use of some portion of the property is preferred.

Public access to waterfront is required as per the Urban Coastal Greenway and DEM requirements of the RFP.

The site is expected to generate revenue for City and to create jobs.

A mixed -use development project is preferred.

The State anticipates can enter into a Lease Agreement for up to forty (40) years with developer; other terms will be considered if proposal meets all other criteria and is deemed in the best interest of the State and City.

Some portion of the interior space use should be developed in a manner that is inviting and open to the public; for some uses, admission fees may be necessary but should be reasonable. This area is preferably to be the lower level (or ground floor) but may be another part of the property.

The proposal must include a public waterfront access component with transient boating and a public pier. Funding assistance for the public pier may be provided for by the State through available federal and/or State funding programs. The developer will be required to provide accommodations for the public pier and public use as part of the overall development plan.

On site food service has been identified as a desirable use and the proposal should strongly consider the inclusion of the provision of food service on site.

5. Content of Response

Responses must include the following:

1. An **R.I.V.I.P. generated Bidder Certification Cover Form** downloaded from the Division's website at www.purchasing.ri.gov.
2. A completed and signed **W-9 Form** downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov
3. **BID SURETY** -- A bid surety (i.e. cashiers check, bank check, bid bond, treasurers' check, money order) payable to the State of Rhode Island, in the amount of \$10,000 shall be furnished by each offeror with their proposal. Withdrawal or cancellation of a proposal after the closing date for acceptance of proposals will result in the forfeiture of the bid security. The proposal guaranty will be furnished by surety companies authorized/licensed to do business in the

State of Rhode Island. The State reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the State of Rhode Island.

4. A **Statement of Experience and Qualifications** describing the Offeror's background, qualification, and experience with similar projects and all information described elsewhere in this solicitation. Include a **List of References** (company name, address, contact person and telephone number) familiar with the Offeror's ability to meet the proposed project. Select a minimum of three projects and provide principal contacts, including all contact information for projects similar in size and scope to the proposed project. Include identification of key personnel who will be assigned to establish and operate the business. This will include their relevant experience, qualifications, roles and responsibilities, etc.
5. A clear **Statement of the Offeror's Interest** in the lease of City of Providence Tax Assessor's Plat 18, Lots 344, 345. If specific terms or conditions are required for the success of the project, they should be included in this Statement. It is anticipated that the State will allow an initial Indenture of Lease for a ten (10) year term with three (3) options to renew for terms of ten (10) years each.
6. A clear and concise **Statement Describing the Proposed Use(s)** of the property and development of or improvements to the property that will be undertaken. Include any anticipated sublease agreements. This statement must include detailed description of type of uses, hours of operation, anticipated revenues, clientele served, user fees, if any, public uses and amenities, references to criteria above and state how the proposal meets these criteria. If any use or uses are proposed that are inconsistent with criteria, responder must clearly explain inconsistency and reasons why proposed use should be considered.
7. A **Scope of Work** describing the proposed business plan; conceptual development of structures, buildings and other improvements proposed for the site, along with a preliminary budget; and, a proposed schedule for achieving active and productive use of the property.
8. The **Estimated Timeframe** to fully implement the proposal from the date of Lease Agreement or if Phased Approach, provide a schedule of activities and anticipated completion date(s).
9. A detailed **Description of Improvements** to be made to the property, including, if known, anticipated building footprint, number of stories proposed, materials to be used in construction, sustainable development practices to be employed in property re-development, and expected cost of improvements with a reference to the basis for determining costs.

10. A separately signed and sealed **Cost Proposal**: The offeror shall include all financial assumptions and shall **specify lease payment** to be made to the State for the initial ten year term. The terms and conditions of the Lease Agreement shall be negotiated with the successful bidder. Refer to Appendix "A" for a SAMPLE land lease used by the Department for commercial land. This section shall also include the **Status of Financing** commitments for development and improvement of the property, including the names of equity investors and/or sources of loan funds. Letters of Commitment from investors, lending institutions or other financing agents should be included in the submission.
11. An **Estimate of the Number** of full and part-time jobs that will be created as a result of the proposed business.
12. An **Insurance Statement** as evidence of the ability to obtain property and liability insurances as required by the State.
13. The offeror's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact dorinda.keene@doa.ri.gov.
14. The offeror shall submit a list of contract(s) that have been terminated along with the entity name(s) that obtained the contract and the reasons why the contract was terminated (if applicable). The State reserves the right to seek additional information regarding a company's capabilities from any source it feels is competent to provide such information.
15. The offeror must have an organization that is financially and logistically able to handle requirements stated in its proposal. In a separate envelope, the offeror shall provide financial statements, a balance sheet and any CPA reports regarding the vendor's financial capacity. These financial statements will be returned to the vendor after the review is complete.

-The successful OFFERER shall be solely responsible for meeting all terms and conditions specified in the Request for Proposals, and any resulting contract.

-The use of any subcontractors or other vendors should be identified in the proposal and must receive prior approval by the State.

-The Rhode Island Department of Administration shall reserve the right to clarify the terms and conditions of any proposal submitted.

REQUIRED FORMAT

Pre-Proposal Questions and Proposal Submission Questions concerning this solicitation may be emailed to the Division of Purchases in accordance with the terms and conditions expressed on page 2 of this solicitation. Questions received, if any, along with responses, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information and track the website for information and addendums.

Interested offerors may submit proposals to provide the services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Proposals received after this time and date will not be considered. The official clock is in the reception area of the Division.

Offerors must submit the proposal contents described in Section 5 in the following manner:

1. An original (marked "Original") plus five (5) copies of a signed and sealed **Cost Proposal**.
2. An original (marked "Original") plus five (5) copies of a separate **Technical Proposal**.
3. In addition to multiple hard copies of the proposal, vendors shall provide two (2) copies of their technical proposal in electronic format (CD-ROM). Microsoft Word/Excel or PDF format is preferable.

Submissions should be single spaced on 8 ½" by 11" pages with 1" margins using Times Roman 12-point font.

Submission Deadline: please refer to page two of this solicitation.

An original plus five (5) copies of the Technical Proposal and an original plus five (5) copies of the Cost Proposal must be either mailed or hand-delivered in a sealed envelope marked "**RFP #7457985: 25 India Street**" to:

**Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855**

Note: Proposals received after the above-referenced due date and time may not be considered. Proposals misdirected to other State locations by the scheduled due date and time will be determined to be late and may not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.

6. EVALUATION CRITERIA

The state will commission a review team to evaluate and score all proposals, using the following criteria:

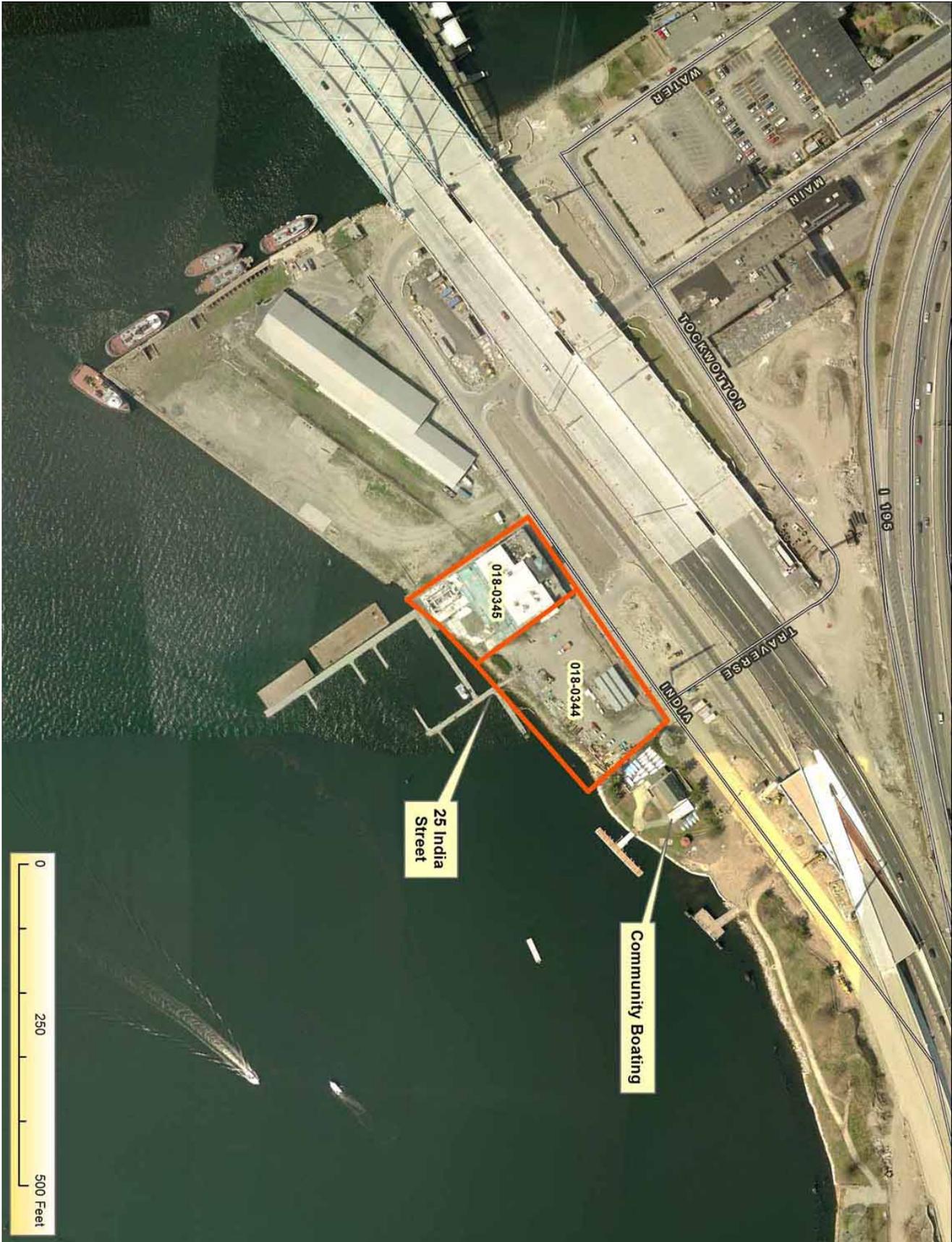
- Merits of the Proposal - The OFFERER, through a scope of work, has clearly demonstrated that the proposed use of the property complies with the Criteria for 25 India Street Public Private Partnership and provides a direct benefit or enhancement of State public facilities and waterfront access. Scope of work for improvements and time frame for implementation is reasonable. **(50 Points)**
- Cost Proposal/Financial Plan (sealed and separate from technical proposal) – The OFFERER’S has financial commitments and the financial capability to develop the site within a definitive timeframe and to ability to fulfill the terms of a lease. OFFERER provides for lease payments to the State for the initial Ten year lease term or offers substantial public improvements in lieu of all or a portion of lease payments. **(25 Points)**
- Experience and Qualifications – The OFFERER demonstrates that the firm and staff to be assigned are capable of completing the proposed developments to the site and operating a viable business as proposed. **(25 Points)**
- Bonus: **10 points** if the proposed project will create 20 or more permanent full time jobs.

7. AWARD

- The State will commission a review team to evaluate and score all proposals that are complete and minimally responsive using the criteria described above. The evaluation of any item may incorporate input from sources other than the offeror’s response and supplementary materials submitted by the offeror. Those other sources could include assessments made by evaluators based on findings recorded from reference checks (including but not limited to those supplied by the offeror), prior experience with or knowledge of offeror’s work, responses to follow-up questions posed by the State and/or oral presentations by the offerors if requested by the review team. The State may elect to use any or all of these evaluation tools.
- The review team may call in any, all or some of the vendors in for an oral presentation at any point during the process at its own discretion. The review team may adjust the technical score of any vendor after conducting such an interview.
- The review team may request clarification on any proposal as it deems necessary.

- The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final award has been made, a notice will be posted on the Rhode Island Division of Purchases web site.
- In order for the Proposal to be reviewed, all technical proposals must meet a minimum technical evaluation score of 60 total points. Any technical proposals scoring less than 60 points will not have the cost component either opened or evaluated and the proposal will be dropped from further consideration.
- Because the evaluation takes into consideration both the technical and cost components in a value based approach, the lowest costing vendor may not necessarily be awarded the contract.
- The OFFERER recommended for this award will be notified by the Department of Administration. A contract/lease will be developed in cooperation with the Rhode Island State Department of Administration and the award recipient that will incorporate a final work plan and schedule.
- The contract/lease negotiated will require final approval from the State Properties Committee.
- Notwithstanding anything above, the State, and its agents reserve the right to either accept or reject any, or all, bids, proposals, award on cost alone, cancel the solicitation and to waive any technicality in order to act in the best interest's of the State and to conduct additional negotiations as necessary.
- Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not considered further. The State, at its sole option, may elect to require presentation(s) by offerors in consideration for the award. An award will not be made to a contractor who is neither qualified nor equipped to undertake and complete required work within a specified time.

*** END ***







APPENDIX "A"

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE entered into this day of _____, 20____, by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, acting by and through the Director of the Department of Environmental Management, party of the first part, hereinafter called the STATE or LESSOR, and _____, a Rhode Island corporation, party of the second part, hereinafter called the LESSEE.

The expressions "LESSOR" and "LESSEE" wherever hereinafter used in this INDENTURE OF LEASE shall be construed as including and referring to the parties hereto and their respective heirs and assigns, wherever such construction is required or consistent with the provisions of this lease; and all covenants, agreements, conditions, rights, powers and provisions hereinafter contained on the part of the respective parties hereto shall extend to and be binding upon their respective successors and assigns.

WITNESSETH

That the LESSOR does hereby demise and lease that parcel of land and other appurtenances located at the _____, in the City of _____, Rhode Island, described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD said premises, with all rights, privileges, or preferential use and occupancy and the appurtenances thereto, unto and to the

use of the LESSEE, for and during the term of () years from the first day of , 20 , to the day of , 20 , upon the following covenants and conditions:

1. USE OF THE LEASED PREMISES: The LESSEE shall use the demised premises for the following purposes:

- a)
- b)
- c)

The demised premises may not be used for any other purpose unless said other use is approved in writing by the LESSOR.

2. RENT: The LESSEE shall pay unto the LESSOR, in advance, an annual rental fee of DOLLARS AND CENTS (\$) commencing , 20 , with a minimum quarterly installment of DOLLARS AND CENTS due on the first business day of each and every quarter.

The LESSEE paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy said premises and appurtenances during the term of the lease without any lawful let or hindrance by the LESSOR, or any person claiming by, through or under it.

3. PRIOR TERMINATION: a) In the event the LESSEE shall fail to pay the quarterly installment of rent within fifteen (15) days subsequent to the first business day of each and every quarter (and it shall not be required that any demand be made for same), or in case of failure on the part of the LESSEE to perform all the covenants and agreements contained in this lease, and such

failure shall continue for more than fifteen (15) days or longer than is reasonably necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at liberty to enter upon and take immediate possession of the leased premises and declare this lease at an end. A termination pursuant to this subsection (b) shall not be subject to the obligations imposed on LESSOR by Section 3(a) hereof.

4. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the leased premises without the prior written consent of the LESSOR and the State Properties Committee, which consent shall not be unreasonably withheld.

5. FAILURE TO REMOVE PROPERTY AND FIXTURES: If, upon termination of this lease under any of the provisions hereof, or if the LESSEE moves out or is dispossessed, the LESSEE fails to remove within six (6) months after such termination, moving out, dispossession, or expiration, all its furniture, trade fixtures, machinery and equipment or other personal property and all of its buildings existing or hereafter erected by LESSEE on the leased premises, such remaining furniture, trade fixtures, machinery and equipment or other personal property and buildings shall be deemed abandoned by the LESSEE and shall become property of the LESSOR.

6. LAWS: The LESSEE shall comply with all laws, ordinances, rules, regulations, orders and requirements of the Federal, State and Local Governments and LESSOR.

7. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the leased premises clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire and other unavoidable casualty excepted, provided that the expiration or sooner termination thereof, the LESSEE will peaceably surrender up possession of the leased premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and damage by fire and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage, caused by LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitees, or visitors, to the buildings and other appurtenances including those owned by the LESSOR on the leased premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may at all reasonable times enter to view and inspect the leased premises and any building, structure or other appurtenance thereon, and to order such repairs as may be considered reasonably necessary.

8. INSURANCE: The LESSEE shall obtain general liability insurance running to the benefit of both the LESSOR and the LESSEE for bodily injuries, including death, in the sum of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for one person and ONE MILLION AND 00/100 for any one occurrence and FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) for property damage for any one occurrence. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of insurance in the State of Rhode Island. LESSEE shall provide

LESSOR with a certificate of such insurance and proof of payment thereof, annually on or before June 10th of each year of this lease and as often as LESSOR may reasonably request. Said certificate shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the demised premises.

9. TAXES: All real estate and other taxes legally assessed against property of the LESSEE on the leased premises shall be paid by the LESSEE during the term of this lease.

10. LIEN: Notwithstanding any other provisions herein contained the LESSOR shall have a lien upon all personal property of the LESSEE including any and all of its buildings or other structures existing or hereafter erected by the LESSEE on the leased premises, to secure the payment of all rent due or to become due under the provisions of this lease, as well as the payment of any and all other obligations of the LESSEE in the lease contained.

11. NOTICES: All notices required to be given by the LESSEE to the LESSOR shall be in writing and be addressed to the Director of the Department of Environmental Management, 235 Promenade Street, Providence, RI 02908 and any notices from the LESSOR to the LESSEE shall be addressed to _____, _____, RI _____, or to such other addresses as the parties hereto may respectively designate by notice in writing.

12. OPTION TO EXTEND LEASE: The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option to extend this lease from the first day of _____, 20____, to and including the

thirtieth day of _____, 20____, and for two (2) additional successive terms of ten years each at the option of the LESSEE upon the same terms and conditions as are herein contained, except that the amount of annual rent, the minimum insurance requirement, and minimum liability insurance to be in effect for each term of the extended period shall be fixed by the Director of the Department of Environmental Management and with the approval of the State Properties Committee (or the respective successors in their functions).

The LESSEE, in order to exercise such option, must have given notice in writing by certified mail to the LESSOR at least six (6) months before the expiration date of this lease, of intention to take up such option. LESSEE shall have the right to exercise any one or more of such options at any one time.

13. ABATEMENT OF RENT: In the event of damage by fire or the elements to any building or buildings, or other appurtenances existing or hereafter erected by the LESSEE on the leased premises, in accordance with this lease, or in the event of flood or other loss thereof, or other unavoidable casualty so that the LESSOR determines that said leased premises shall be made unfit entirely or in part for occupation and use as herein contemplated, LESSOR may grant a proportionate abatement of rent until the same be properly repaired or restored by the LESSEE, provided, however, that if the LESSEE shall not elect to so repair or restore same within a reasonable time after such occurrence, the LESSEE shall be responsible for removing the structure from the Premises unless the Rhode island Department of Environmental Management waives this provision and this lease shall then be terminated and insurance

monies therefore due shall be paid to the LESSEE provided that any accrued rent or other charges that may be due under this lease have been paid, the LESSEE shall be given six (6) months time to remove all its furniture, trade fixtures, machinery, equipment or other personal property, owned by the LESSEE on the leased premises.

14. INDEMNITY: LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants, and employees against and from : 1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitees or visitors; 2) all claims, including bodily injury and death, loss, costs, damage or expenses including attorneys' fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the premises by LESSEE, or by LESSEE's agents, employees, servants, invitees, or visitors; 3) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorneys' fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

15. NON-WAIVER: The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the LESSOR herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option, the receipt by the LESSOR of rent with knowledge of the

breach of any term, condition, or agreement will not be deemed to be a waiver of such breach. The receipt by the LESSOR of rent after the giving of any notice required to be given to the LESSEE by the law or by the terms of this lease will not in any way affect the operation of such notice.

16. BUILDING REPAIRS AND ALTERATIONS: a) The LESSEE shall have the right at its own expense to construct buildings and other improvements, to bring into the leased premises water and other utilities; and to make any repairs or alterations to such installations necessary for the conduct and operation of its business, provided, however, it shall have first submitted the plans and specifications therefore to the Department of Environmental Management and the written approval not to be unreasonably withheld by the LESSOR.

b) The consent of LESSOR shall be deemed conditioned upon LESSEE acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to LESSOR prior to the commencement of the work and the compliance by LESSEE of all conditions of said permit in a prompt and expeditious manner.

c) The LESSOR may require LESSEE to provide LESSOR, at LESSEE's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LESSOR against any liability for mechanics' and materialmen's liens and to insure completion of the work. Should LESSEE make any alterations, improvements,

additions, or utility installations without the prior approval of LESSOR, LESSOR may require that LESSEE remove any or all of such at LESSEE's expense.

d) The LESSEE shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for LESSEE at or for use in the premises, which claims are or may be secured by any mechanics' or materialmen's lien against the premises or any interest therein. LESSEE shall give LESSOR not less than then (10) days notice prior to the commencement of any work in the premises, and LESSOR shall have the right to post notices of non-responsibility in or on the premises as provided by law.

If LESSEE shall, in good faith, contest the validity of any such lien, claim or demand, then LESSEE shall, at its own expense, defend itself and LESSOR against the same and shall pay and satisfy any such adverse judgement that may be rendered thereon before the enforcement thereof against the LESSOR or the premises, upon the condition that if LESSOR shall require, LESSEE shall furnish to LESSOR a surety bond satisfactory to LESSOR in an amount equal to such contested lien or claim indemnifying LESSOR against liability for the same and holding the premises free from the effect of such lien or claim. In addition, LESSOR may require LESSEE to pay LESSOR's attorneys' fees and costs in participating in such action if LESSOR shall decide it is its best interest to do so.

17. FIRE AND EXTENDED COVERAGE INSURANCE: The LESSEE shall obtain and maintain throughout the operation of the lease, Fire and Extended Coverage Insurance in an amount not less than the assessed valuation of the property of the LESSEE on the leased premises for the benefit of the

LESSOR and LESSEE (as their interests may appear) for any buildings or other structures existing or hereafter erected by the LESSEE on the leased premises or appurtenances thereto, in accordance with this issue. LESSEE shall furnish a certificate of said insurance policy to the LESSOR on or before the commencement of the lease term, renewal thereof and as often as may be reasonably required by LESSOR.

18. APPROVAL: This agreement shall be effective only subsequent to its approval by the State Properties Committee as designated below.

19. PUBLIC ACCESS: LESSEE shall provide for public access to the Premises as further defined Exhibit "B" or "Plan entitled". (Provision of access requirements subject to negotiation.)

20. SUBORDINATION: This agreement is subject and subordinate to any leases, covenants, licenses, easements, and agreements which may now affect the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

21. SALE OF BUILDINGS BY LESSEE: If, during the term of this lease, or any renewal thereof, or upon termination of this lease under paragraph 3(b) or upon the expiration of this lease, LESSEE should desire to sell its building(s) on the demised Premises and cancel and substitute a new LESSEE or assign or sublet this lease, the LESSEE must first obtain the approval of the LESSOR and the State Properties Committee, or their respective successors. Any substitute new lease, assignment, or sublease must first be consented to by

the LESSOR and the State Properties Committee pursuant to the requirements of Paragraph 4 herein.

22. UTILITIES: LESSEE shall pay when due the cost of all utility service to the demised premises, including but not limited to heat, gas, telephone, sewer and electricity.

IN WITNESS WHEREOF, THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS has caused these presents to be executed in its name and behalf by _____, its Director of the Department of Environmental Management, hereunto duly authorized and _____, (Title) of (Corp), has caused these presents to be executed in (Corp's) name and behalf hereunto duly authorized, each party signing counterparts the day and year first written above.

EXECUTED IN THE PRESENCE OF: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS:

_____, Director
Department of Environmental Management

LESSEE:

Name, Title
Corporation

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF

In the City of _____ on the _____ day of _____, _____, personally appeared before me _____, Director of the Department of Environmental Management, to me know and know by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (as LESSOR), and he acknowledge said instrument, by him executed, to be his free act and deed of said capacity.

Notary Public
My Commission expires:_____

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF

In the _____ of _____, on the _____ day of _____, _____, personally appeared before me (Name), (Title) of (Corp.), to me known and known by me to be the party executing the foregoing instrument for and on behalf of (Corp) (as LESSEE), and he acknowledged said instrument, by him executed, to be his free act and deed in said capacity and the free act and deed of (Corp.).

Notary Public
My Commission expires:_____

Approved this day of , , by the State Properties
Committee:

Chairman, State Properties Committee

APPROVED AS TO SUBSTANCE:

Director of Administration

APPROVED AS TO FORM:

Attorney General

APPROVED:

Public Member, State Properties Committee

Public Member, State Properties Committee