

I-195 Redevelopment District

Request for Proposals for Permanent Food and Beverage Concessions in Innovation District Park

Deadline for submissions: December 23, 2022

Introduction

The I-195 Redevelopment District (District) is seeking proposals from a professional restaurant operator or operators (Operator) to provide food and beverage service in Providence Innovation District Park (Park), located in the I-195 Redevelopment District, also known as the Providence Innovation & Design District in Providence, Rhode Island.

The new restaurant and concessions will anchor the activation of the new park, which is a key aspect of the revitalization of the District. It is envisioned to be a destination for quality food and beverages served indoors and outdoors in the Park throughout the year. Surrounding the Park is a large population of residents, office workers and students attending Brown University, Rhode Island School of Design, and Johnson & Wales University, ensuring a lively social scene for gatherings over coffee, drinks, meals, and events in the Park.

About the District

The District and its governing Commission were created in 2011 to serve as the responsible authority for the sale, marketing, and oversight of land made available in downtown Providence as a result of the relocation of Interstate 195. The I-195 Redevelopment Act of 2011 designates the District parcels for “commercial, institutional and residential development and beneficial reuse, including without limitation to support or encourage workforce development, education and training, and the growth of ‘knowledge-based’ jobs and industries such as research and development, life sciences, media technologies, entrepreneurship and business management, design, hospitality, software design and application, and a variety of other uses consistent with a “Knowledge based economy.” The 26-acre District is comprised of approximately 19 acres of development parcels and 7 acres of park land.

Overview of the Providence Innovation and Design District



Figure1. I-195 Redevelopment District

The District benefits from a walkable street network, public open spaces, and surrounding historic architecture and a vibrant urban environment. Significant public investments recently completed or under construction in the area include:

- The Park, totaling seven acres of new open space.
- The Michael S. Van Leesten Memorial Bridge, a pedestrian bridge across the Providence River.
- City Walk – a citywide urban trail that runs through the District and creates regional connections between Providence neighborhoods, parks, and civic institutions.
- The Downtown Transit Connector – high frequency, direct bus service from the Providence Amtrak/MBTA Station and Hospital District, routed through the District.
- An approximately 1,300-car garage sited adjacent to the District.

The first private development in the District, Point225, opened in July 2019 at 225 Dyer Street. The nearly 200,000-SF “innovation center” is across from the Park and anchored by the Cambridge Innovation Center, Johnson & Johnson, and the Brown School of Professional Studies. The building also features District Hall, a public meeting and event space with weekly programming open to the public.

Several other private developments have been recently completed or are underway, including:

- Chestnut Commons, a 92-unit multifamily residential project.
- A 175-room Aloft Hotel with a rooftop bar and a ground floor restaurant.

- Emblem 125, a mixed-use development with 249 residential units and 20,000-SF of retail.
- Parcel 6, a mixed-use, mixed-income project consisting of 62 residential units, a 13,000-SF Trader Joe's and approximately 10,000-SF of commercial opening in Fall 2022.

The Commission has also designated developers for several other parcels. Projects in the pipeline include a corporate headquarters, a laboratory building, and various residential developments with active ground-floor commercial uses

In addition to the ongoing and anticipated construction in the area, there are existing institutions nearby such as the Rhode Island Nursing Education Center, Brown University and Medical School, RISD, and Johnson and Wales University.

For more information on the District and current projects, please visit www.195district.com.

About the Providence Innovation District Park

As part of the relocation of Interstate 195 and parcelization of the redevelopment district, approximately seven acres were designated as open space, providing access to the City's riverfront along the Providence River. The Park opened in 2019 and is owned and operated by the District. It includes 1.96 acres on the east side of river and 4.80 acres on the west side of the river, connected by the Michael S. Van Leesten Memorial Pedestrian Bridge.

The Park is heavily programmed with approximately seventy events on the calendar this season, and two seasonal, semi-permanent food and beverage establishments that include a beer garden with a food truck program, and an ice cream vendor. Approximately five thousand people visit the Park each day with over approximately 400,000 total visits this summer.

For more information about the Park, please visit www.pvdinnovationdistrictpark.com.

About the Pavilion

The pavilion was a key recommendation from the 2019 park operations plan developed by national urban park expert, Biederman Redevelopment Ventures. The pavilion will help achieve the vision for the Park: to be an active, urban public space that serves as a gathering space for workers and residents in the District. The project will include not only food and beverage service components, but will also provide public restrooms, park operations support space, and enhanced utilities to support expanded park programming opportunities.

The building that will house the food and beverage concessions will be approximately 3,000 square feet. Its location in the Park and preliminary plans for the building are attached as Exhibits A and B, respectively.

Exhibit B illustrates the proposed subdivision of the pavilion into

1. A primary restaurant space that will have stubbed utilities, including gas, and designated locations for venting

2. A secondary, complementary concession space that will not be ventilated for cooking
3. A shared trash room
4. Restrooms for public use
5. Park operations support facilities.

Respondents are welcome to propose concepts for either the primary or secondary space, or both spaces.

The New Restaurant Opportunity

1) Lease Agreement

The selected operator or operators will execute a Lease Agreement with the District.

Respondents to this RFP may propose

- To operate the primary restaurant as shown on Exhibit B.
- To operate the complementary concession as shown on Exhibit B.
- To operate both the primary restaurant and complementary concession

One Operator will manage the primary restaurant space and another Operator may operate the complementary concession space. The District will also consider a partnership of more than one Operator where the Operator of the complementary concession is a subtenant to the primary Operator; in such cases, the proposal must include a viable plan to share the facilities and tenant responsibilities, and for accounting for combined revenues. A relationship between the Operator of primary restaurant space and the Operator of the complementary space are not required to be considered for selection.

2) Restaurant Premises, Utilities, FF&E and Leasing

Leased Premises

There is a maximum of approximately 2,200 leasable square feet. As illustrated on Exhibit B, the interior space of the primary restaurant including front and back of house measures approximately 1,900 square feet, and the complementary concession measures approximately 200 square feet.

It is anticipated that outdoor seating areas will be included. The outdoor seating area dedicated to the primary restaurant measures approximately 800 square feet. There is also expected to be public outdoor seating areas incorporated into the pavilion project, that could be used by restaurant patrons for takeout. In addition, the Operator for the primary restaurant will have the option to set up additional, seasonal concessions in the Park, which may serve alcohol pending approval by the District.

There will be restrooms in the building for restaurant patrons and the general public. These restrooms will be accessible from the primary restaurant space as well as the Park. The District intends to lead maintenance responsibility of the restrooms with support from the Operator.

Primary Restaurant Space

Venting for cooking will be installed with hood and ANSUL fire suppression equipment at one of these locations in consultation with the selected Operator. The Operator will be responsible for having the fire protection equipment and extinguishers inspected, serviced, and maintained.

The kitchen area will be fitted with 3-bay pot-washing sinks and a mop-sink. Electric power is supplied to 400 amps and ample outlets will be installed. The Operator will have the opportunity to review and comment on interior plans.

The restaurant will have HVAC installed. The District will be responsible for cleaning, maintaining, and repairing all the HVAC equipment throughout the full term of the lease agreement, excepting any equipment or system related to ventilation for cooking. The District will assess an apportioned cost for maintaining and operating the HVAC system to the tenant.

Complementary Concession Space

The kitchen area will be fitted with one 3-bay pot-washing sink, one mop sink, and one handwashing sink. Electric power is supplied to 100 amps and ample 110v outlets will be installed. The concessions will have HVAC installed. The District will be responsible for cleaning, maintaining, and repairing all the HVAC equipment throughout the full term of their Lease Agreement, and will assess an apportioned cost for maintaining and operating the HVAC system to the Operator.

Utilities

There will be a natural gas line to the primary restaurant space. Both the primary restaurant space and the complementary concessions will have electrical, telephone, data, sewer, and water service. All utilities will be paid for by the Operator based upon metered actual usage.

Furniture, Fixtures and Equipment (FF&E)

The leased premises will be delivered to the Operator upon completion of the initial construction performed by the District.

Plumbing, drainage, and sinks will be in place. The Operator will provide at their own cost all trade fixtures, counters, bars, service stations, back-of-house food preparation equipment according to the needs of their menu concept, beverage service equipment, and point-of-sale systems and equipment. The Operator will provide and install at their own cost all freezers and refrigerators but will be provided with the option of having the District construct and install a walk-in refrigerator as part of the initial construction; if the Operator exercises this option, the cost of said construction and installation will be deducted from the negotiated tenant improvement allowance (see below).

The leased premises will be delivered with finished drywall and a concrete floor. The Operator will be responsible for all paint, wall finishes, light fixtures, flooring, and all other interior finishes, fixtures, and appurtenances (as well as their maintenance). Operator will be subject to interior design approval by the District prior to any work commencing; this approval shall take place upon completion of schematic design by Operator's interior architect. The District wants to ensure the interior design will be inviting to guests, and compatible with the building and Park.

The Operator will provide all interior and exterior front-of-house furniture. Outdoor furniture is subject to the approval of the District. The Operator will be responsible for maintaining, repairing and replacing outdoor furniture and securing the furniture safely at night and at times when the restaurant is closed for business. Outdoor furniture for public seating areas outside the restaurant building will be supplied by the District at the District's own cost.

The District anticipates granting the Operator an allowance for tenant improvements, to be negotiated in the lease agreement. The Operator will be expected to invest funds outside of the tenant improvement allowance provided by the District.

Exterior building lighting, excluding any signage installed by an Operator, will be installed, and maintained by the District.

Alcohol Service and Lease

It is anticipated that the Operator may apply for, obtain, and pay for at its own expense a liquor license from the City of Providence to serve alcoholic beverages indoors and outdoors at the restaurant. It is also anticipated that the Operator may cater parties and other events at the Park requiring a liquor license.

The Operator selected must be eligible to apply for and be granted a liquor license. Any reason that might prevent the Operator from obtaining a liquor license will disqualify that Operator from being offered a lease to operate the restaurant.

Signage

All signage must be approved by the District and will be designed, constructed, erected, and maintained at the Operators' own expense and in accordance with federal, state and local codes and ordinances. Signage must be permitted through the District's Development Plan. A copy of the signage plan requirements can be found as Exhibit C.

Parking

There will be no dedicated parking associated with the restaurant or concession. There are over 2,000 parking spaces in garages less than a quarter-mile from the Park, most of which are used primarily by office workers, creating availability on evenings and weekends. The District is currently completing a parking study detailing the locations and usage of both garage and on-street parking spaces near the Park.

3) Summary of Key Terms of the Lease Agreement

A draft term sheet outlining the key terms that will be incorporated into the Lease Agreement is attached as Exhibit D. The District will negotiate an agreement with the successful Operator upon award. Operators selected for an interview shall be provided with a sample Lease Agreement and prepare comprehensive comments on the proposed agreement prior to the interview.

Rent

The rent structure will include a minimum base lease fee paid monthly; plus additional lease fees equal to a percentage of sales above a predetermined breakpoint. There will be separate percentages for food, alcoholic beverages, and catering sales.

Catering sales shall include all food and beverage sales for any private event which entirely closes the restaurant and/or bar to the public for some or all of the hours when the facility would normally be open to the public; any group or private party of twenty or more guests being served the same menu with combined payment(s) for the entire group being made by a host or party sponsor; any private event in an outdoor area of the Park from which the public is excluded; and off-premise catering from the restaurant kitchen to be delivered and executed at any location outside the Park (excluding individual delivery or takeaway orders to homes and businesses).

Sales for catered events taking place in the Park but outside the pavilion building and designated, dedicated outdoor dining area will not be subject to the breakpoint but will be assessed a lease fee based on a percentage of all sales for each event.

Annual escalation will be added to base fee in subsequent years.

Security Deposit

A security deposit equaling a two-month installment of the base rent is required upon execution of the Lease Agreement.

Term of Lease and Renewal Option

The terms of the lease agreement will be for five (5) years with an option to renew for an additional five (5) consecutive years.

Commencement Date of Lease

The lease will commence upon District completion of the initial construction and delivery of the space to the Operator. Payment of lease fees to the District will commence on the earlier of (a) 120 days after the District has delivered the space to the Operator or (b) upon the Operator obtaining a Certificate of Occupancy from the State of Rhode Island.

Assignment and Subleasing

The lease will not be assignable, and none of the Operator's rights can be subleased without the written consent of the I-195 Redevelopment District.

Department of Health compliance

The Operator is expected to maintain the highest standards of cleanliness, hygiene, and food safety. Failure to satisfy the standards of the Rhode Island Department of Health inspections will be considered reason to terminate the lease agreement after reasonable time has been allowed for correction and re-inspection.

4) Other Considerations and Requirements

Restaurant Concept, Food Theme, and Menu Selection

The type of food and preparation will be at the Operator's discretion and must be submitted in menu form with any necessary clarification when submitting a proposal. It would be preferred if there are some healthy options, including salads and lean proteins, along with some choices to satisfy vegetarian and gluten-free diets; while this is by no means required, market analysis and successful park-based restaurants suggest this will help build a more profitable business.

Similarly, seasonal menu opportunities should be fully exploited, for example lobster rolls in summer months, and hot chocolate or soup in winter. Submitting sample holiday menus, for example Thanksgiving, Mother's Day, or Christmas menu specials, and other promotions is encouraged.

Menu Price Points

In keeping with the wide and inclusive attendance at the Park, it is requested that menu pricing should be moderate and accessible. It should be in line with other restaurants in the area. There should be some lower-priced choices such as daily specials, combinations (e.g., soup and sandwich/salad), smaller portions, and other price-value offerings.

Opening Hours

The District recognizes that this is a new venture in a public park and is willing to cooperate with the Operator to balance the needs of Park-goers and those who live and work in the area with the staffing costs of the restaurant.

The Park is open from dawn to dusk, and while restaurant opening hours outside of Park opening hours are subject to approval, it is strongly desired that the restaurant will be open for lunch and dinner service, seven (7) days a week, year-round; the restaurant will be required to be open at least five (5) days a week, year-round. Concepts that also include breakfast and/or weekend brunch are also welcome.

The complementary concession is strongly desired to be open, at a minimum, for lunch and evening services seven (7) days a week; year-round concepts are strongly preferred; the complementary concession will be required to be open at least five (5) days a week, spring, summer, and fall.

It will be expected that the restaurant and concession will be open for business whenever there is sufficient attendance at the Park to make it viable. This may include holidays and other times when Park attendance is likely to be increased through leisure activities, programming, and events at the Park.

Involvement in Events and Park Programming, Being a Good Neighbor

Regular programming of events, performances, markets, and dance and fitness classes along with ongoing public attractions and facilities such as games, seasonal celebrations, and more are a major aspect of District Park and its relationship with the surrounding community.

A schedule of 2022 events is attached as Exhibit D. All of these attractions and activities brought and will continue to bring visitors to the Park from all parts of the city and beyond; this will

directly benefit the restaurant and the outdoor restaurant seating areas while presenting potential opportunities for catering. The Operator of the restaurant spaces will be kept informed about upcoming programming and events, will be welcome to participate in planning meetings and will be considered a vital part of the hospitality team at the Park. The active participation of the Operator in fundraising activities to benefit and improve the Park will be appreciated.

The leisure and entertainment aspects of the Park make the location and the relationship different and more beneficial to an Operator than a typical retail lease. In turn, the Operator of the restaurant properties will be expected to be fully involved with Park programming and to share in the social and welcoming atmosphere of the Park. This will inform operational aspects, including: the warm greeting and friendly service that guests experience; the hours the restaurant will open to suit Park scheduling; staffing schedules to meet expected attendance at Park events; high standards of cleanliness in and around the restaurant and the good conduct of restaurant employees. The Park will expect high standards from the restaurant operator because every aspect of the guest experience at the restaurant will directly affect the opinion of the public towards District Park.

5) Proposal Requirements, Contact and Deadline for Submissions

Proposal Requirements

- i.** Cover Letter with the original signature of the person having proper authority to make the proposal. The cover letter should include at a minimum:
 - a. The legal name and address of the entity or individual submitting the proposal
 - b. If a legal entity, the date the entity was established
 - c. A list of the legal names and addresses of all principals (Finalists will be subject to a background check)
 - d. The name and address of any other entities involved in the operations and programming, and
 - e. The name, address, email, and telephone number of the person or persons who will serve as the principal contact with the District staff and be authorized to make representations on behalf of the Operator.
- ii.** An explanation of the food and beverage concept you plan to offer at the Park, including a narrative and any precedent photos that support the vision for the space, menus with pricing for proposed Park concept.
- iii.** Operations plan including, but not be limited to: hours of operation, description of daily set-up and breakdown of the site (if any), staffing plans, loading, and unloading schedules, weather impacts, and a description of any activities proposed to take place in the Park. This should include an alcohol management plan (if applicable) that includes methods for checking IDs and ensuring alcohol does not leave the designated area of service.

- iv.** Statement of Qualifications including existing and recent food/beverage/retail operations; restaurant build-out experience, including specific locations, description of project/types of businesses, and the duration of project; number of years in business; any experience with programming and placemaking; and information on customer base and sales, etc. Background information about existing or prior food and beverage operations should include menus, media coverage, reviews, awards, references, clear pictures of interior spaces, and background about chef(s) and other key personnel.
- v.** Lease fee proposal according to the outline in section 3 and Exhibit D. Please specify the amount you are offering in annual base fee; percentage of food sales, percentage of alcoholic beverage sales, and percentage of catering sales; and annual escalation percentage, plus any other payment plans you wish to propose. Complementary concession proposals may omit percentage of alcoholic beverage and catering sales.
- vi.** Any comments on the proposed agreement terms included in Exhibit D, either as a markup of the Exhibit or in bullet points.
- vii.** An estimate of anticipated costs to complete the build-out and start restaurant operations, and the proposed sources of funds (i.e., cash, third-party investments, commercial bank loans, etc.).
- viii.** Graphics, renderings, plans, or photographs to illustrate your aesthetic vision for the interior. The quality of any graphic renderings will not affect our decision; they will be judged for the inspiration behind them.
- ix.** Monthly and annual expense and revenue projections for three (3) years of operations including proposed Lease Fees payable to the District.
- x.** Implementation schedule, including schedule for obtaining any necessary permits, and anticipated opening date. A list of all licenses and permits anticipated to be required for restaurant operations and the build-out should be included here.
- xi.** A marketing plan for either owned or bought media that will be used to promote the space, including the messaging strategies, the brand voice, and social media plan.
- xii.** Three (3) references for the principal(s) representing business relationships, e.g., vendor, banker, etc. Provide the name of the organization, services, contact name, telephone number, and email.

The District and its staff reserve the right to request further information from finalists as they see necessary. Operators selected for interviews may be required to submit additional evidence demonstrating the financial capacity for executing the build-out of the restaurant, which may include financial statements, tax returns, and/or a letter of credit from a financial institution. The District reserves the right to limit the number of interviews.

Any confidential or proprietary information contained in any proposal should be clearly labeled as such on each page containing such information. The District may make public any and all submitted proposals, excepting any information labeled as confidential or proprietary to the extent permitted by law.

Administrative Proposal Elements

- Acknowledgement of the Conflict-of-Interest Affidavit requirements (a copy can be found in Exhibit E)
- Certification that a Certificate of Good Standing from the Rhode Island Division of Taxation will be delivered to the District upon award.
- A listing of all current and on-going contracts which may be of conflict of interest.
- A disclosure of all outstanding financial obligations with the State of Rhode Island.
- Completion of the MBE/WBE/DisBE participation plan form attached as part of Appendix A.

The District will not provide any reimbursement for any cost associated with the development or presentation of a proposal.

Selection Criteria

	Points
OVERALL CONCEPT AND VISION Proposed concept meets the programmatic requirements of the Park and objectives of the District; concept is feasible and executable under conditions presented; operating plan is feasible and aligned with the objectives of the District.	45
OVERALL EXPERIENCE & DEMONSTRATED RESULTS Evaluation will include an assessment of Operator's experience as it relates to the requirements within this RFP, qualifications of personnel, evidence of past performance, quality and relevance of past work, references, and related items.	35
FEE PROPOSAL Lease fee payment proposed to District.	20
TOTAL	100
MBE/WBE/DisBE Participation (additional potential points)	6 pts
Local Rhode Island based business (additional potential points)	6 pts

ISBE Participation

The Rhode Island Department of Administration has defined an ISBE as a small business enterprise that is owned by one or more individuals who are women or minorities as defined by R.I. Gen. Laws § 34-17.1-3 or that is owned or controlled by one or more individuals with disabilities as defined by R.I. Gen. Laws § 37-2.2.-2. To be recognized, the business must be certified as either:

1. A minority business enterprise by the Office of Diversity, Equity, and Opportunity, a division in the Department of Administration (“ODEO”);
2. A women business enterprise by ODEO; or
3. A disability business enterprise by the Governor’s District on Disabilities.

The District supports the fullest possible participation of ISBEs in the procurement of services. Operators may receive up to six additional points for ISBE participation. Calculation of these points will be based on the methodology currently used by ODEO.

Local Rhode Island Based Business

A local Rhode Island based business is defined as an existing vendor or service provider whose headquarters or primary place of business is located within the state or secondly, those entities that propose a joint venture with a vendor or service provider whose headquarters or primary place of business is existing within the state.

The Operators who currently exist in the state will be awarded the full six points, while Operators that are located out of state that propose a joint venture with a vendor or service provider that exists in the state will be awarded three points.

LOGISITICS

Responses to this RFP are due by December 23, 2022, by 2:30pm. One (1) electronic (PDF) version and five (5) printed copies of the complete proposal must be mailed or hand-delivered in a sealed envelope marked:

I-195 Redevelopment District
Attn: **Request for Proposals for**
Permanent Food and Beverage Concessions in
Innovation District Park
225 Dyer Street, 4th Floor
Providence, RI 02903

Timeline

November 17, 2022, at 3:00 PM	Optional virtual information session for interested Operators- email questions@195district.com for registration information by November 16 at 4:30 PM.
November 21, 2022, at 4:30 PM	Deadline for written questions
November 23, 2022	Answers to written questions will be posted
December 23, 2022, at 2:30 PM	Proposals due
January 19 and 20, 2023	Interviews with selected respondents

NOTIFICATIONS:

- In accordance with R.I. Gen. Laws § 28-5.1-1(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 the State dollar is 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.
- In accordance with R.I. Gen. Laws § 7-1.2-1401(a), no foreign corporation, a corporation without a Rhode Island business address, 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 Operator.

Note: Late responses will not be accepted, and responses received via electronic submission only will be disqualified.

Questions, interpretations, or clarifications concerning this RFP should be directed by e-mail to Amber Ilcisko at: ailcisko@195district.com no later than 4:30pm on Monday, November 21, 2022. No phone calls will be accepted. Responses to questions, interpretations, or clarifications concerning this RFP will be posted online via addendum at www.195district.com and www.ridop.ri.gov by Wednesday, November 23, 2022 to ensure equal awareness of important facts and details.

The District reserves the right to reject any or all proposals for not complying with the terms of this Request for Proposals. In addition, the District reserves the right to modify the scope of services if in the best interest of the District. The District also reserves the right to negotiate with

the successful Operator in the event that the lowest responsive and responsible proposal price exceeds available funds. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposals received after the time and date specified shall not be considered. No Operator may withdraw a proposal within sixty (60) days after the actual date of the opening thereof.

The District reserves the right to terminate this solicitation prior to entering into any agreement with any qualified Operator pursuant to this Request for Proposals, and by responding hereto, no Operators are vested with any rights in any way whatsoever.

6) Exhibits

Exhibit A: Plan showing the location of the restaurant building in the Park

Exhibit B: Plan of restaurant building

Exhibit C: Signage Requirements

Exhibit D: Sample Lease Term Sheet

Exhibit E: Schedule of 2022 Park programming

Exhibit F: Conflict of Interest Affidavit

APPENDIX

PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 220-RICR-80-10-2)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms as reasonably requested by the District's MBE/WBE/DisBe Coordinator including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the District's MBE/WBE/DisBE Coordinator including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the District's MBE/WBE/DisBE Coordinator of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the District, and the District and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Proposers are required to complete, sign, and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise 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 MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's District on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: ☐ MBE ☐ WBE ☐ Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract
Value (\$):

ISBE
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

EXHIBIT A

PAVILION LOCATION

Proposed Park Pavilion Siting

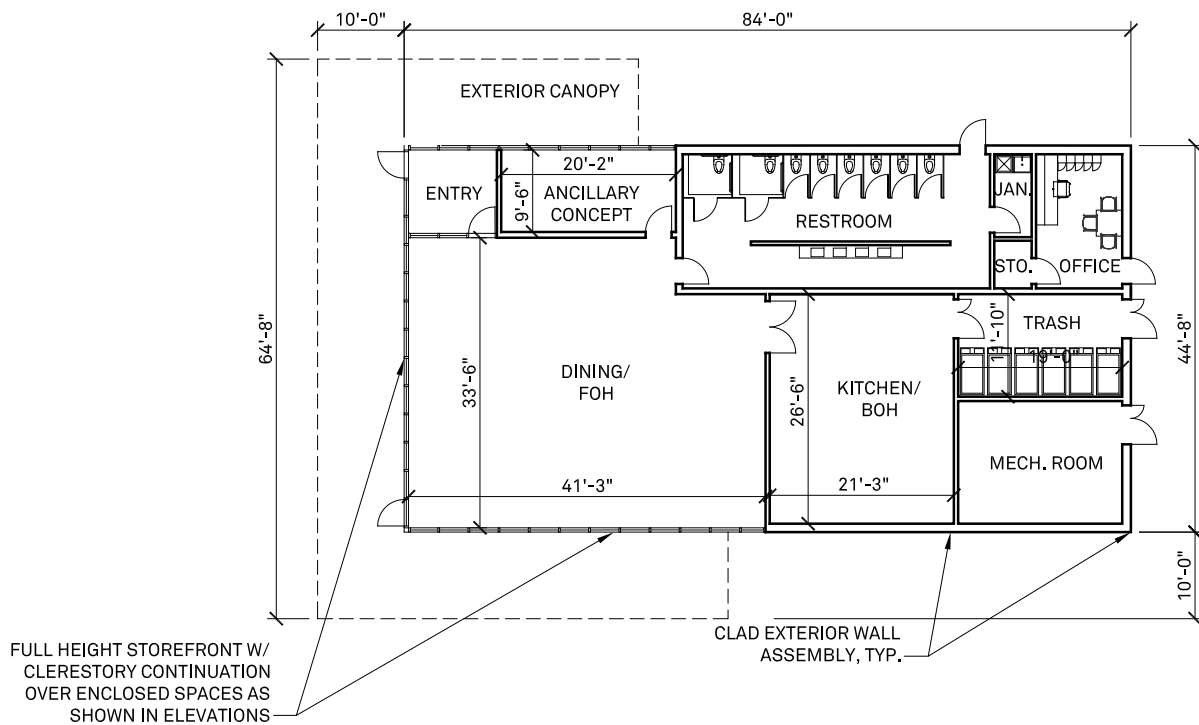


The Providence Innovation District Park Pavilion is proposed to be sited in this central location of the park.

EXHIBIT B

CONCEPT PLAN LAYOUT

This diagram is for proposal purposes only. It is not a final design and is only for spatial diagrammatic assumptions only; final shape and design are not determined at this time.



1

Building Plan

1/16"=1'-0"

EXHIBIT C

SIGNAGE REQUIREMENTS

I-195 Redevelopment District

2.7 Signs

Waivers to the standards in this section may be approved by a vote of the Commission, unless otherwise indicated.

A. SIGN DESIGN STANDARDS

1. All signs, including window signs, are subject to approval by the Executive Director.
2. All signs placed within a public right-of-way require City of Providence approval of a right-of-way encroachment permit.
3. Permanent signs shall be made of metal, painted wood, or other high-quality, durable materials.
4. Construction Standards
 - a. Supports and braces shall be designed as an integral part of the overall sign design and hidden from public view to the extent technically feasible.
 - b. All signs shall be designed and constructed in accordance with building and fire codes.
 - c. Glass forming any part of a sign shall be safety glass.
 - d. All letters, figures, characters, or representations in cut-out or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built into or attached to the sign structure.
 - e. Audio components are prohibited on any sign.
 - f. All signs shall be fastened to masonry buildings so to be removable without leaving significant damage to the building facade. Attachments should be made at mortar joints, not at the surface of masonry units.
5. Electrical Wiring
 - a. All electrical fixtures, devices, circuits, conduits, raceways, or apparatus used to illuminate, move, or project any sign shall be installed and maintained in accordance with the building code and the electrical code. Electrical permits are required for signs with an electrical component.
 - b. Conduits and other components of a sign illumination system shall be designed as an integral part of the overall sign structure and hidden from public view to the extent technically feasible.
6. Sign Copy
 - a. All sign copy shall relate to the name or nature of the business or establishment on the site. This does not apply to non-commercial messages.
 - b. A non-commercial message may be substituted for a commercial message on any permitted sign.

- c. Items of information are limited to a maximum of six items per sign face. Items of information are calculated as follows:
 - i. Each of the following is defined as one item of information: establishment name, logo, telephone number, website address, or product or service. A street address number, if included in the sign copy, is not counted as an item of information.
 - ii. If a sign advertises products or services, each product or service, including multi-word, is considered one item of information. Where multiple products are identified on a menu board or sidewalk sign, the list of products is considered one item of information.
 - iii. A sign used to identify the tenants within a multi-tenant non-residential development is limited to one item of information per tenant within the development, in addition to the name and address of the development. The sign may exceed six items of information.
 - iv. The message area of a changeable or electronic message display, on which information is changed manually or digitally, is counted as one item of information.
 - v. Directory signs and A-frame signs are exempt from the items of information limitation.
7. Illumination Standards
 - a. Signs may be externally illuminated. All external illumination of a sign shall concentrate the illumination upon the printed area of the sign face.
 - b. Internally illuminated signs are prohibited with the exception of the following types:
 - i. Reverse channel. A method of illumination that casts a shadow of lettering or a logo on the face to which it is mounted.
 - ii. Stencil or channel-cut. A method of illumination that lights lettering or a logo and does not light the remaining face of the sign.
 - iii. Halo. A method of illumination that produces a halo of light surrounding lettering or a logo without illuminating the surface to which it is mounted.
 - c. The sign face of internally illuminated signs shall function as a filter to diffuse illumination. The sign face shall cover all internal illumination components so that no exposed bulbs or lighting components are visible.

- d. Any sign illumination, including gooseneck reflectors, external illumination, and internal illumination, shall be designed, located, shielded, and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, or the distraction of motor vehicle operators or pedestrians in the public right-of-way.
- e. The intensity of sign illumination shall meet the requirements for exterior lighting in Section 2.6.A.
- f. No sign illumination may be combined with reflective materials, such as mirrors, polished metal, or highly-glazed tiles, which would increase glare.
- g. The use of neon, LED lighting, or exposed bulbs that are designed as an integral part of the sign are permitted as a sign material or sign accent. When lit, lighting shall be continuously illuminated. Flashing neon, flashing LED lighting, or flashing exposed bulbs are prohibited. Neon, LED lighting, or exposed bulbs to outline doors and windows are prohibited.

B. PROHIBITED SIGNS

- 1. Balloon and air-infused/air-inflated signs.
- 2. Cabinet box wall signs and cabinet box projecting signs.
- 3. Flashing or animated signs.
- 4. Illegally-affixed signs and snipe signs.
- 5. Moving signs, including signs intended or designed to be moved by wind or other natural elements. Clocks and barber poles are exempt from this provision.
- 6. Off-premise signs, both permanent signs (also known as billboards) and temporary off-premise signs. This prohibition does not include signs placed on public transit stations, bike-sharing stations, car-share facilities, or park amenities when such signs are placed by the sponsors of such facilities. This prohibition does not include political/non-commercial message signs.
- 7. Portable signs. Portable signs include both signs mounted on a wheeled structure and those mounted on a stationary structure that can be moved and is not permanently installed on a site.
- 8. Electronic message signs.
- 9. Strobe lights, moving or fixed spotlights, and floodlights.
- 10. Traffic hazard signs. Any sign that constitutes a traffic hazard is prohibited, including signs that:
 - a. Interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or de-

vice because of its position, shape, or color, including signs illuminated in red, green, or amber color to resemble a traffic signal.

- b. Make use of the words STOP, LOOK, DETOUR, DANGER, CAUTION, WARNING, or any other word, phrase, symbol, or character in a manner that misleads, interferes with, or confuses traffic.

C. TEMPORARY SIGNS

Temporary signs, such as A-frame signs and banners, shall be subject to the permitting authority of the City of Providence.

D. PERMANENT SIGNS

Before any sign is erected, it shall be reviewed and the Executive Director's approval required. At the discretion of the Executive Director, all proposed signs will be reviewed and granted approval during the design review process. Any signs proposed after a Certificate of Occupancy has been granted will be subject to the authority of the City of Providence. No sign may encroach into the public right-of-way unless permitted by this section.

1. Awning and Canopy Signs (Figure 2.7-1)

- a. Awnings and canopies are permitted for multifamily dwellings and non-residential uses. Awning or canopy signs are limited to a maximum sign area of two square feet of sign area for every one foot of linear building frontage.
- b. Sign printing is limited to 25% of the surface area of the awning or canopy.
- c. Awning signs consisting of lettering attached to and located above the top of a solid awning are permitted with a maximum lettering height of 24 inches.
- d. Awning and canopy signs may be externally illuminated and shall be focused on the printed area.
- e. Under-awning signs are permitted to be mounted under awnings, canopies, galleries, and arcades. They are subject to the following:
 - i. Signs shall not project beyond the awning or canopy.
 - ii. Signs shall maintain a minimum vertical clearance of seven feet.
 - iii. A maximum of one sign is permitted per business establishment with frontage on the street where the awning or canopy is mounted.
 - iv. Signs are limited to a maximum of six square feet.
 - v. Signs shall be securely fixed to the awning or canopy with metal supports.

2. Window Signs (Figure 2.7-1)

- a. All window signs, whether temporary or permanent, are limited to no more than 25% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.

3. Wall Signs (Figure 2.7-1)

- a. The maximum size of all wall signs for a building wall is established at two square feet per linear foot of building wall where the wall signs will be mounted.
- b. An additional wall sign to identify the building may be placed within the top 20 feet of the structure. The sign may not cover any fenestration or architectural features. The maximum size is established at three square feet per linear foot of building facade, measured at the roofline where the wall sign will be mounted.
- c. Wall signs shall be safely and securely attached to the building wall. Wall signs shall be affixed flat against the wall and shall not project more than 15 inches from the building wall. Wall signs shall not encroach into the public right-of-way for more than 15 inches.
- d. No wall sign affixed to a building, including sign sup-

port structure, may project beyond the ends or top of the wall or higher than the roofline of the structure to which it is attached.

- e. Wall signs are permitted on architectural appurtenances, such as chimneys or penthouses, which are part of the structure.

4. Directory Signs

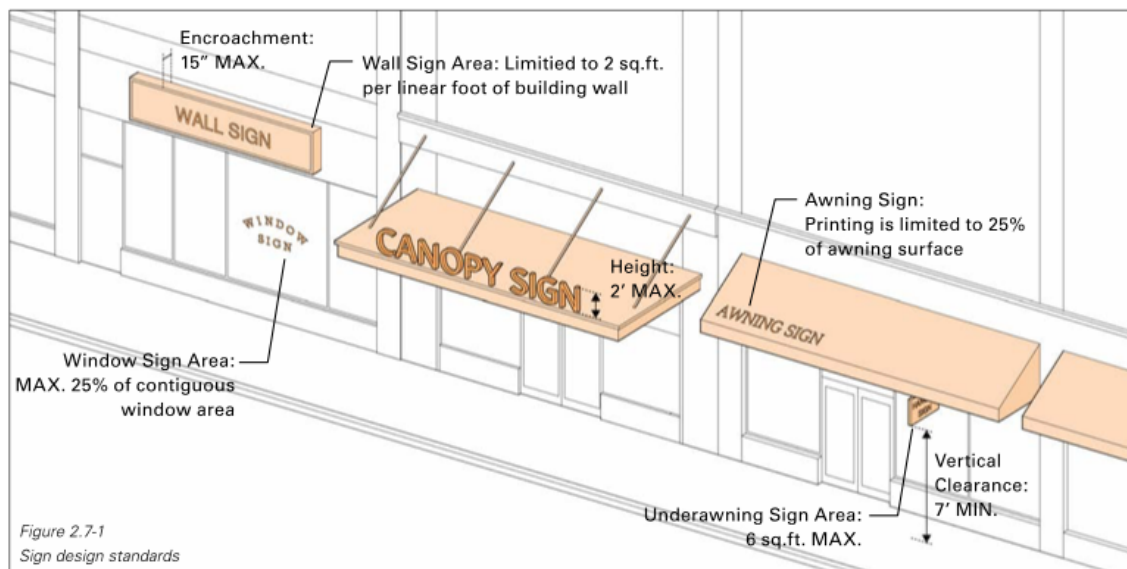
- a. Directory signs are permitted for any multi-tenant development.
- b. A maximum of one building directory sign is permitted per public entrance.
- c. A building directory sign shall be wall-mounted and is limited to six square feet in area.

5. Property Identification Signs

- a. A maximum of one property identification sign identifying the property management company is permitted per building.
- b. A property identification sign shall be wall-mounted and is limited to two square feet in area.

6. Freestanding Signs

- a. Freestanding signs are prohibited except by waiver.



7. Marquee Signs (Figure 2.7-1)

- a. Lettering attached to and located above the roof of a marquee is permitted to a maximum height of 36 inches.

8. Projecting Signs (Figure 2.7-1)

- a. Projecting signs are allowed as indicated in Table 2.7-1.
- b. One projecting sign is permitted per each facade of an establishment. Projecting signs shall be above or adjacent to the building entrance.
- c. Projecting signs may encroach into the public right-of-way but shall be located at least two feet from the curb line.
- d. Projecting signs shall maintain a minimum vertical clearance of eight feet. No projecting sign affixed to a building may project higher than the building height, including the sign support structure.
- e. No projecting sign may be secured or hung to any other sign.

9. Roof Signs (Figure 2.7-2)

- a. Roof signs are permitted.
- b. Roof signs are limited to a maximum sign area of 128 square feet. Roof signs are limited to a maximum height of 12 feet, as measured from the roof of the structure to the highest point of the sign, including sign structure. Sign height is not counted toward maximum building height.
- c. A maximum of one roof sign is permitted per building. Only buildings with flat roofs are permitted a roof sign.
- d. A roof sign shall be set back at least three feet from the outermost walls of the roof.
- e. Roof signs shall be safely and securely attached to the roof structure and shall not interfere with any roof access points.

Table 2.7-1: Projecting Sign Regulations	
District	Maximum Sign Area Per Sign
West Side Highway	48 SF
West Side Riverfront	32 SF
East Side	20 SF
Open Space	20 SF

10. Parking Lot Signs

a. Parking Lot Directional Signs

- i. Parking lot directional signs are permitted for each entrance/exit and similar circulation points for any parking lot, whether a principal or ancillary use.
- ii. Parking lot directional signs are limited to four square feet in area.
- iii. A freestanding parking lot directional sign is limited to four feet in height and shall be three feet from any lot line.

b. Parking Lot Information Signs

- i. Parking lot information signs providing information on the operation of a parking lot, such as "No Parking" or "Unauthorized Users Shall Be Towed," are permitted as needed for any parking lot, whether a principal or ancillary use.
- ii. Parking lot information signs are limited to ten square feet in area.
- iii. Freestanding signs are limited to six feet in height and shall be three feet from any lot line.

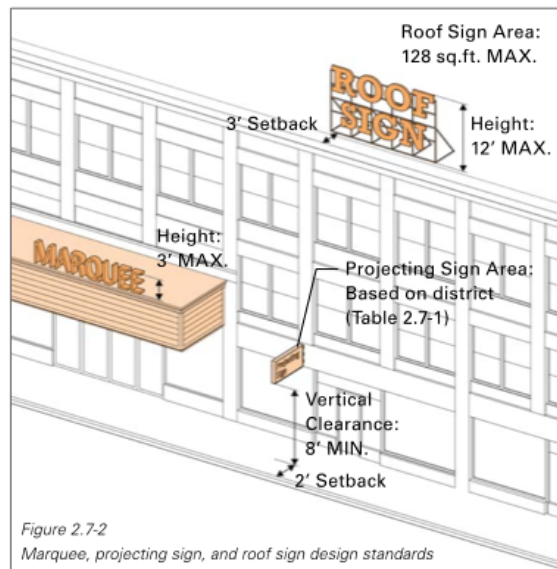


Figure 2.7-2
Marquee, projecting sign, and roof sign design standards

E. SIGN DIMENSION MEASUREMENT

1. Measurement of Sign Area (Figure 2.7-3)

- a. For signs on a background, the entire area of the background is calculated as sign area, including any material or color forming the sign face and the background used to differentiate the sign from the structure against which it is mounted. Sign area does not include any supports or bracing.
- b. For signs consisting of freestanding letters or logos, the sign area is calculated as the total area of each square, circle, rectangle, or triangle, or combination thereof, which encompasses each individual letter or logo. Sign area does not include any supports or bracing.
- c. Window signs printed on a transparent film and affixed to the interior or exterior of a windowpane are calculated as individual letters or logos, provided that the portion of the transparent film around the perimeter of the individual letters or logos maintains 100% transparency of the window.

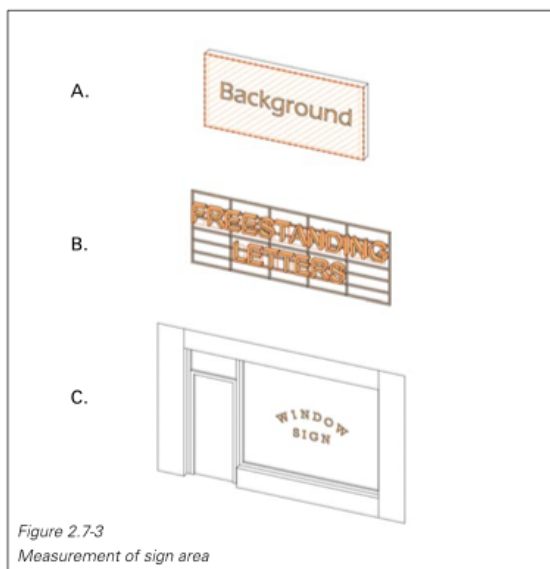


EXHIBIT D

TERM SHEET

Proposed Operator Lease Terms

- Rent/Fee Structure: to be proposed in RFP budget submission
 - Base rent with:
 - Percent of gross alcohol sales
 - Percent of gross food sales
 - Percent of gross catering sales
 - Catering includes:
 - all food and beverage sales for any private event which entirely closes the restaurant and/or bar to the public for some or all of the day
 - any group or private party of twenty or more guests being served the same menu with combined payment(s) for the entire group being made by a host or party sponsor
 - any private event in an outdoor area of the Park from which the public is excluded
 - and off-premises catering from the restaurant kitchen to be delivered and executed at any location outside the Park (excluding individual delivery or takeaway orders to homes and businesses).
 - POS system must provide monthly report due with payment
 - Net 30 due on 1st day of month
- Term:
 - *Main restaurant space:* 5 years with ability to renew for 5 additional years
 - *Complementary concession:* 5 years
- Security Deposit: 2 months base rent
- Program amendments:
 - District must be notified and approve any significant program/operations/management changes (i.e., seats, concept, etc.)
- Insurance:
 - Property Insurance – Tenant must insure any “permanent, tenant” improvements and betterments made to the building, at 100% replacement cost
 - General Liability - \$1,000,000 per Occurrence/\$2,000,000 Aggregate including Products Liability
 - Liquor Liability –\$1,000,000 (if applicable)
 - Commercial Auto Liability - \$1,000,000
 - Workers Compensation – Statutory and Employer Liability Limits of \$500,000/\$500,000/\$500,000
 - Umbrella Liability - \$2,000,000 including Liquor (if applicable). If sales are over \$2,000,000, then \$5,000,000 limit on Umbrella.
- Regulatory Approvals
 - Licenses & Permits (health department, liquor sales, TIPS certifications, SOS, etc.): responsibility of tenant; must provide proof
 - Permits (building permits, etc.)
 - *Structure/shared spaces:* responsibility of District
 - *Interior-* BOH/FOH: responsibility of tenant

- Design Approvals
 - o Signage: District (administrative)
 - o Interior Design: District (administrative) with limitations-
 - Design must be complementary to Park
 - Anything visible from exterior
 - Design must meet stated goals of RFP
 - o Interior Renovations: District (administrative) with limitations-
 - Permanent changes must be approved (e.g., wall locations, bar)
 - o Exterior Design: District will approve all furniture and improvements
- Tenant Improvement Allowance (TI):
 - o District to provide a TI allowance, to be negotiated as part of overall financial proposal
 - o Anything purchased out of the TI allowance is considered property of the District
- Tenant Investment:
 - o Proposed budget to be submitted in RFP proposal
- Ownership of equipment:
 - o *District owns:* everything attached to the building structure and paid for out of the TI allowance or otherwise
 - o *Tenant owns:* everything that can be easily removed (unplugged and lifted) and was paid for by the tenant
- Operations:
 - o Hours of Operations: at least 5 days a week, ideally Wednesday- Sunday;
 - year-round
 - lunch and dinner service
 - cannot operate past 11pm on weekends and 10pm on weekdays
 - o Maintenance:
 - *District:* communal spaces (trash room, mechanical room), HVAC system, structure, restroom (toilets, sinks), outside seating areas not within service area
 - *Tenant:* FOH/BOH and outdoor seating area within service area
 - o Trash:
 - Tenant responsible for trash pick-up in own receptacles- must be at least weekly; more in summer months, if needed. Must clean receptacles regularly
 - Tenant responsible for grease trap cleaning
 - District responsible for trash room cleaning/upkeep
 - o Restrooms: District maintains in partnership with operator
 - o Deliveries:
 - Deliveries must be scheduled between 6:00 AM and 10:00 AM
 - Compliance with the District's load bearing policies for deliveries into park
 - Delivery schedules must be provided to District
 - o Security:
 - District will have cameras on outside and shared spaces (not restrooms); operator responsible for cameras in interior
- Utilities:
 - o Tenant responsible for all utilities (water, gas, electric, and internet)
 - o District will pay sewer and water, gas, electric, and internet- shared for shared spaces
- Events:
 - o District will provide notice of events at least 14 days in advance,
 - o Tenant agrees to operate during events
 - o If tenant holds event, they must go through District permitting process/notify District in advance
- Sponsorships:
 - o All sponsored/branded materials displayed in exterior must be approved by District

- Park access limitations:
 - Tenant is limited to space denoted in exhibit unless another agreement is executed
- Alcohol management plan:
 - Must be provided and adhered to
- Exclusivity:
 - No exclusive rights to food and beverage in the park
- Noise:
 - Tenant:
 - Must comply with city ordinances
 - Must work with District park programming in order to reduce overlap in sound

EXHIBIT E

2022 PARK PROGRAMMING



2022 Events:

October 30th: [Oumou Sangare w/ The Bridge Where We Meet](#)
October 29th: [Wicked Walk](#)
October 29th: RISD Private Event Rental – Costume Ball
October 27th: [Field of Artisans](#)
October 20th: [Field of Artisans](#)
October 18th: [Providence Drum Troupe](#)
October 15th: [Rhode Island Black Film Festival](#)
October 11th: [Providence Drum Troupe](#)
October 9th: [Puzzical Chairs & Pie with the Vox Hunters](#)
October 6th: [Field of Artisans](#)
October 1st: [Story Fest 22](#)
September 29th: [Field of Artisans](#)
September 27th: [Providence Drum Troupe](#)
September 25th: [DESIGN WEEK RI: Fabrication x Design-O-Rama](#)
September 24th: [DESIGN WEEK RI: Fabrication x Design-O-Rama](#)
September 22nd: [Field of Artisans](#)
September 15th: [PVD World Music](#)
September 13th: [Providence Drum Troupe](#)
September 10th: [RIOT RI Fundraiser: Battle of the Patriarchy](#)
September 8th: [\(Bar\)re Bell and Yoga Pop Up](#)
August 30th: [Providence Drum Troupe](#)
August 28th: [Jala Studios – Park Yoga](#)
August 27th: [The Rainbowbeard Show](#)
August 26th: [The Guild Acoustic Series: Mel Hawkins](#)
August 21st: [Jala Studios – Park Yoga](#)
August 21st: [Xylophones and Marimbas in the Park](#)
August 20th: [PVD World Music: Kweku Kwegir-Aggrey Band and African Market](#)
August 18th: [\(Bar\)re Bell and Yoga Pop Up](#)
August 17th: [Providence Geeks](#)
August 16th: [Providence Drum Troupe](#)
August 13th: [FLICKERS: Rhode Island International Film Festival](#)
August 12th: [FLICKERS: Rhode Island International Film Festival](#)
August 11th: [FLICKERS: Rhode Island International Film Festival](#)
August 7th: [Jala Studios – Park Yoga](#)
August 4th: [PVD World Music: Becky Bass](#)
August 2nd: [Providence Drum Troupe](#)
July 31st: [Jala Studios – Park Yoga](#)
July 30th: [The Rainbowbeard Show: Changes](#)
July 28th: [PVD World Music: Mike Rollings Soul](#)
July 26th: [Providence Drum Troupe](#)
July 24th: [Jala Studios – Park Yoga](#)
July 21st: [PVDLive Presents: Jonah Tolchin, Coyote Island, Ziggy Gnardust](#)



Providence Innovation District Park

July 17th: [The Poet Will See You Now](#)
July 16th: [PVD World Music: Eastern Medicine Singers](#)
July 15th: [PVDLive Presents: The Huntress and the Holder of Hands, Bait Bag, Fine.](#)
July 14th: [\(Bar\)re Bell and Yoga Pop Up](#)
July 10th: [Jala Studios – Park Yoga](#)
July 5th: [Providence Drum Troupe](#)
June 30th: [Field of Artisans](#)
June 30th: [PVD World Music: Funkademic](#)
June 29th: [PechaKucha Night](#)
June 23rd: [Field of Artisans](#)
June 21st: [Providence Drum Troupe](#)
June 18th: [Rhode Island PrideFest](#)
June 16th: [PVD World Music: Organacion Vallenata Puro Folclor](#)
June 11th: [PVD Fest: Field of Artisans + PVD World Music Presents Sleeping Turtle and Brendan Carniaux](#)
June 10th: [The Guild Acoustic Series: CarSon](#)
June 5th: [Xylophones and Marimbas in the Park](#)
June 5th: [Hope to See You There Launch Celebration](#)
June 4th: [Private Event – RISD Alumni Weekend Celebration](#)
June 3rd: [Private Event – RISD Alumni Weekend Celebration](#)
June 2nd: [Field of Artisans](#)
June 2nd: [PVD World Music: Dan Mach-Holt Jazz](#)
May 27th: [The Guild Acoustic Series: Herringbone](#)
May 26th: [Field of Artisans](#)
May 24th: [Providence Drum Troupe](#)
May 19th: [PVD World Music: Boo City](#)
May 19th: [Field of Artisans](#)
May 12th: [Field of Artisans](#)

[The Guild PVD Beer Garden](#)

Wednesdays: 4-8 pm
regularly)
Thursdays: 4-8 pm
Fridays: 2-8 pm
Saturday: 12-8 pm
Sunday 12-6 pm

[Tizzy K's Cereal Ice Cream Store](#)

Wednesdays through Sundays (hours updated)

EXHIBIT F

CONFLICT OF INTEREST AFFIDAVIT

The undersigned does solemnly declare under the pains and penalties of perjury that this Affidavit is true and correct to the best of my knowledge, information, and belief on behalf of myself and _____. (“Contractor”):

The Contractor entered into an Agreement dated _____ (“Agreement”) with the I-195 Redevelopment District (the “District”), which provides that the Contractor shall undertake certain

1. services with regard to _____.
2. The undersigned warrants that except as disclosed in paragraph 4 below, there are no relevant facts, circumstances now giving rise or which could, in the future give rise to a conflict of interest as defined herein. For purposes of this affidavit, “Conflict of Interest” means that because of other activities or relationships with other persons, a person or the Contractor is unable or potentially unable to render impartial assistance, advice, or services to the District, or the person’s objectivity in performing the work set forth in the Agreement is or might be otherwise impaired or has an unfair competitive advantage.
3. The following facts or circumstances give rise to or could in the future give rise to a conflict of interest (Explain in detail): _____

_____.
4. The undersigned agrees that if an actual or potential conflict of interest arises or the undersigned learns of or has reason to believe an actual or potential conflict of interest or an appearance of a conflict of interest may arise involving the District, the Undersigned and/or the Contractor, after the date of this affidavit, the undersigned shall immediately make a full disclosure in writing to the District of all relevant facts and circumstances. This disclosure shall include a description of actions with the undersigned or Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest or appearance of a conflict of interest. The undersigned and the Contractor shall work with the District to take any action determined by the District to address such situation.

Executed this _____ day of _____, 2022.

Contractor:
By: _____
Name: _____
Its duly authorized _____