RHODE ISLAND CONVENTION CENTER AUTHORITY

INVITATION FOR BIDS

Dance Floor and Carts

The Rhode Island Convention Center Authority (the "Authority") requests bids from qualified firms to provide **Dance Floor and Carts** to The Veterans Memorial Auditorium (The VETS) located at One Avenue of the Arts, Providence, Rhode Island.

Specifications

As to item references below, please refer to accompanying detail sheets.

ROSCO Marley Floor

- 5 (qty)-Rolls of ROSCO brand Dance Floor, Part Number 3005-08720-6300
- Each Roll must measure 131.3' Long
- Each Roll must be black on one side & grey on the other

Harlequin Storage Carts

- 1 (qty) 6 Roll cart 78 ½" or 2 Meter Limited Access Black Cart
- 1 (qty) 4 Roll cart 78 ½" or 2 Meter Limited Access Black Cart

All bids must include shipping to The VETS located at One Avenue of the Arts, Providence, RI 02903.

Submission of Bids/Deadline

Each bidder must submit a bid containing: (i) information regarding any item to be furnished other than as indicated above (see Section 17 of the Authority's General Terms and Conditions accompanying this Invitation), and (ii) the accompanying Pricing Sheet signed by a person legally authorized to bind the bidder to a contract.

Sealed bids will be received until **11:00 a.m.,** prevailing time, on **Friday, July 29th, 2016** at which time all bids will be opened. Bids must be addressed to:

The VETS
83 Park Street
Providence, RI 02903
Attn: Daniel Schwartz, General Manager

The sealed bid must be marked on the outside with what the bid is for, namely: **"The VETS Dance Floor"**

Award

"Qualified Bidder" shall mean a Bidder determined by the Authority to meet standards of business competence, reputation, financial ability, and product quality. "Responsible Bidder" shall mean a qualified Bidder who has the capability in all respects including financial responsibility to perform fully the requirements, and the integrity and reliability which will assure good faith performance.

The Award shall be made to the lowest responsive and Responsible Bidder as evaluated by the Authority.

Execution of Contract

The Authority's acceptance of the successful bidder's bid shall constitute a contract in accord with the General Terms and Conditions of Purchase of the Authority, a copy of which accompanies this Invitation, and shall incorporate the terms of this Invitation, any amendment(s) to it, and the Bid. Section 27 of the General Terms is not applicable to this Invitation. In the event of any inconsistency between this Invitation and the Authority's General Terms and Conditions of Purchase, this Invitation shall govern.

Questions/Notifications

Any and all questions or clarifications regarding this Invitation for Bid must be submitted by e-mail at least four business days prior to the due date for bid submission to the attention of: Dan Schwartz, General Manager of The Vets at dschwartz@pfmcorp.com.

Answers to questions, clarifications, amendments or notices as to this Invitation will only be posted by the Authority on the State of Rhode Island Division of Purchases Rhode Island Vendor Information Program Website. Therefore, bidders are advised to periodically check the Website.

Rights Reserved to the Authority

Notwithstanding any other provision of this Invitation for Bids, the Authority reserves to itself the rights listed below.

A. Right to Modify RFP Documents

The Authority reserves the right to modify or amend any provision of the Bid documents.

B. Right to Reject Any and All Bids

Whenever, the Authority deems it to be in the Authority's best interest, the Authority reserves the right, in its sole discretion, to reject any or all bids; to waive minor irregularities or informalities, **except that the Authority will not waive the requirement that a bid be received by the Authority prior to the deadline for submission of bids** ; to re-advertise; to make the award on the basis of the initial responses; or to proceed with or to provide the services in a manner other than by awarding one or more contracts under this invitation.

C. Right to Cancel Award

The Authority reserves the right to cancel the award of any contract solicited by this invitation to any bidder at any time prior to such contract being fully executed by the bidder and the Authority, and to award such contract to the Authority's second choice.

D. Additional Cause for Rejection

In addition to any other cause for rejection of any bid, a bid may be rejected by the Authority if it contains any omissions, alterations of bid forms by erasures, interlineation, or otherwise; additions not called for or otherwise allowed; conditions, limitations, or irregularities of any similar nature. A bid may also be rejected by the Authority if there is evidence of collusion among bidders, if the bidder submitting it is in default or arrears under any prior existing contract with the Authority or any other state of Rhode Island agency, or there is an unresolved claim between the bidder and the Authority or any other state of Rhode Island agency. And any direct contacts made or attempted to be made by any bidder with any Authority Board member prior to the selection will automatically disqualify a bidder from any further consideration.

The Rhode Island Convention Center Authority is an Equal Opportunity/Affirmative Action Authority.

THE VETS DANCE FLOOR
PRICING SHEET

TOTAL PRICE $_____

ITEMIZED PRICING

5 Rolls of ROSCO Black/Grey Marley Floor $_____

6 Roll & 4 Roll Black Harlequin Marley Carts $_____

Freight/Shipping $_____

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the bid documents.
2. It can fulfill its obligations, should it be selected as the successful bidder.

Bidder:_____(Print Name of Company)

_____

(Print Name of authorized officer) (Signature of authorized officer) (Date)

Address:

_____

Contact Name / Email:

/ _____ _____

Telephone / Fax #:

/ _____ _____

Manufacturer(s) (if different from that indicated in Specification):

_____

_____

Adagio
Adagio Tour
Arabesque
Dance floor
Studio floor
Performance floor
Show floor
Roscoleum
Rosco Tiles
Rosco SubFloor

Accessories:
Floor Tapes
Floor Adhesives
Welding Thread
Floor Cleaners
Floor Storage Bag
PortaBarre

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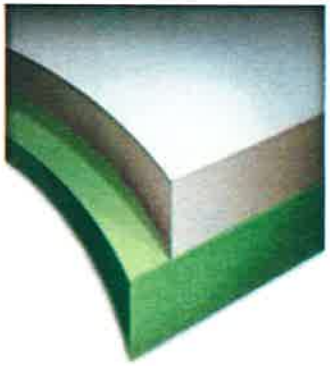
Dance Floor

Information | Documents

This highly portable vinyl floor is excellent for situations where a permanent dance floor cannot be installed. Dance Floor is lightweight (less than 2 pounds per linear foot, 255 pounds per roll) and flexible, so it can be rolled and unrolled as needed. This makes the floor ideal for situations such as touring dance companies, and theatres without a permanent dance floor. The matte non-skid finish provides the controlled skip dancers require.

Dance Floor is reversible with black on one side and your choice of white or grey on the other.

Choose this floor for:	Ballet, Modern, Jazz, Lyrical, Drill Team or Hip Hop
Installation:	Temporary or Semi-Permanent
Use with:	Vinyl Tape, Double Stick Tape, Heavy Duty Cleaner and All Purpose Cleaner



- Homogeneous PVC with non-slip surface

Product Specifications

Width: 63" (1.6m)

Length: 131.3' (40m)

Thickness: 0.05" (1.2mm)

Colors: Black/Grey or Black/White

Weight: 1.9 lbs. per linear foot
.9 kg per linear meter
250 lbs. (114 kg) per roll

Product Numbers

3005 08720	Black/Grey 63" (1.6m) x linear foot/meter
3005 08720 6300	Black/Grey Bolt
3005 08723	Black/White 63" (1.6m) x linear foot/meter
3005 08723 6300	Black/White Bolt

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HARLEQUIN
The world dances on Harlequin floors®

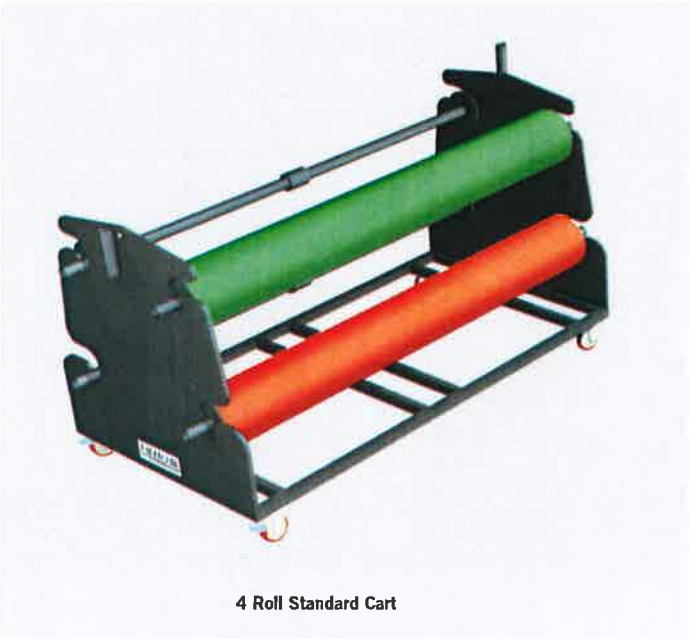
Harlequin **Storage Carts**

Harlequin Storage Carts are ideal if you need to transport or store Harlequin Liberty™ and Harlequin Liberty LatchLoc ™ sprung floor panels or Harlequin roll-out vinyl flooring.

HARLEQUIN ROLL STORAGE CARTS

Harlequin Roll Storage Carts are recommended for storing or transporting larger, heavier rolls of flooring. Available in two models: a 6 roll standard cart and a 4 roll standard cart. Each model is available in 59˝ (1.5m) or 78 ½˝ (2m) length to accommodate any Harlequin vinyl roll-out floors.

Constructed from black, scratch-resistant, powder coated steel; the carts are fitted with four heavy-duty, braked swivel castors and non-marking polyamide wheels. The heavy gauge steel poles which support the rolls of flooring have special end fittings to locate them securely on the cart and a center support to prevent bowing of the rolls. Additionally, two handles are supplied with each cart to assist with loading and unloading, and when not in use, these are located on the end panel to help maneuver the cart itself.



4 Roll Standard Cart

6 Roll Standard Cart

RHODE ISLAND CONVENTION CENTER AUTHORITY

GENERAL TERMS AND CONDITIONS OF PURCHASE

All Rhode Island Convention Center Authority ("Authority") Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the specific requirements described in the Request or Contract, and the following General Conditions of Purchase. In the event that there is a conflict between the terms of the Request or Contract and the following, the terms of the Request or Contract shall govern.

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder", "proposer", and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the Authority, or with whom a contract is executed by the Authority, and the term "contractor" shall have the same meaning as "vendor".

3. ENTIRE AGREEMENT - The Authority's Purchase Order, or other contract shall constitute the entire and exclusive agreement between the Authority and any contractor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the Authority and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Authority purchasing agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the Authority. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the Authority on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the Authority unless submitted in writing and accepted by the Authority's purchasing agent. All orders and changes thereof must emanate from the Authority: no oral agreement or arrangement made by a contractor with the Authority or employee will be considered to be binding on the Authority, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1) terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or

2) extended upon written authorization of the Authority and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or

3) canceled by the Authority in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Authority.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Authority, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State and or the Authority, and agrees that later discovery by the Authority that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

4. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the Authority's express consent. Upon request, contractors must submit to the Authority a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

5. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the Authority, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the Authority and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

6. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The Authority will not reimburse any offeror for such costs.

7. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The Authority reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The Authority shall not accept overruns of printed material in excess of 5% of specified quantity, or in excess of the specified quantity where the item is normally sold by weight (where sold by weight, the Authority will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicitation with the mutual consent of the contractor and Authority, where determined by the Authority's purchasing agent to be in the Authority's best interest.

8. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the Authority's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the Authority's option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the Authority's renewal shall be deemed to be automatic, conditional on the continued availability of funds for the purpose and determination of continued need by the Authority, except as written notice of the Authority's intent not to renew is served.

9. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Authority's purchasing agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order, or when approved, in advance, by the Authority's purchasing agent.

10. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

11. PRICING - All pricing offered or extended to the Authority is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the Authority, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

12. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

13. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Authority for the purpose of obtaining any contract or award issued by the Authority. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the Authority. Subsequent discovery by the Authority of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

14. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may

not be withdrawn during this period without the express permission of the Authority's purchasing agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the Authority. The Authority reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

b. The Authority reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the Authority may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Authority to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the Authority may, at the option of the Authority, be:

1) rejected as being non-responsive, or

2) set aside in favor of the Authority's terms and conditions (with the consent of the bidder), or

3) accepted, where the Authority determines that such acceptance best serves the interests of the Authority. Acceptance or rejection of alternate or counter-offers by the Authority shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature and date, in ink, by an authorized agent of the vendor thereof, may be rejected.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Authority reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Authority's purchasing agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the Authority will be served by so doing.

h. The Authority's purchasing agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Authority's purchasing agent reserves the right to act in the Authority's best interests regarding awards caused by clerical errors by the Authority.

15. SUSPENSION AND DEBARMENT - The Authority may initiate suspension or debarment procedures against any vendor or potential bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts)

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the Authority to a vendor or contractor then under a ruling of suspension or debarment by the Authority shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension as may be judged to be appropriate by the Authority's purchasing agent.

16. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Authority may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

17. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Authority's purchasing agent reserves the right to determine whether or not the item submitted is the approved equal of the detailed specifications.

a. Any objections to specifications must be filed by a bidder, in writing, with the Authority's purchasing agent at least 96 hours before the time of bid opening to enable the Authority's purchasing office to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the request or contract.

c. Samples when required must be submitted to the Authority in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent such instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the Authority's purchasing agent may designate.

18. PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the Authority. The Authority reserves the right to reject all non-conforming goods, and to cause their return for credit or replacement, at the Authority's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

a. Failure by the Authority to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the Authority's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the Authority of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the Authority reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the Authority within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the Authority shall have the right to dispose of them as its own property.

19. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the Authority's benefit, in addition to any special requirements which may be imposed by the Authority. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the Authority may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

20. PAYMENT- Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being non-responsive.

b. No partial shipments or payments will be accepted, unless provided for by the Request, Contract or approved by the Authority's purchasing agent.

c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Authority's purchasing agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the Authority from taking such discount.

d. Payments for used portion of inferior delivery will be made by the Authority on an adjusted price basis.

e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Authority involved for approval.

21. THIRD PARTY PAYMENTS - The Authority recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction or by expressed written permission of the Authority's purchasing agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

22. SET-OFF AGAINST PAYMENTS - Payments due the contractor may be subject to reduction equal to a verified amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

23. CLAIMS - Any documented claim against a contractor may be deducted by the Authority from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the Authority the amount of such claim on demand. Submission of a voucher and payment, thereof, shall not preclude the Authority's purchasing agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

a. The Authority may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the Authority, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

24. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Authority reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

a. the offer is fully responsive to the terms and conditions of the Request, and

b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and

c. the firm making the offer has been certified by the Minority Business Enterprise Program to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding $5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer.

25. EQUAL OPPORTUNITY COMPLIANCE AND AFFIRMATIVE ACTION - Contractors of the Authority are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, and 11375, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

26. TAXES - The Authority is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

27. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

28. DEFAULT AND CANCELLATION - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor, of any of his obligations. Failure of contractor to cure such non-performance or breach within ten (10) working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

a. Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Authority's purchasing agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Authority's purchasing agent, will cause the Authority's purchasing agent to purchase in the open market to replace those rejected or not delivered. The Authority's purchasing agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the Authority for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.

b. A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Authority's purchasing agent may contract

for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.

c. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Authority's purchasing agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

29. INDEMNITY - The contractor guarantees:

a. To save the Authority, the State of Rhode Island, and their agents and employees, harmless from any liability arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

30. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, and on completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

c. To store equipment, supplies, and material at the site only upon approval by the Authority, and at his own risk;

d. To perform all work so as to cause the least inconvenience to the Authority, and with proper consideration for the rights of other contractors and workmen;

e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and

f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any Authority facility or site, and that they comply with such rules.

31. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.