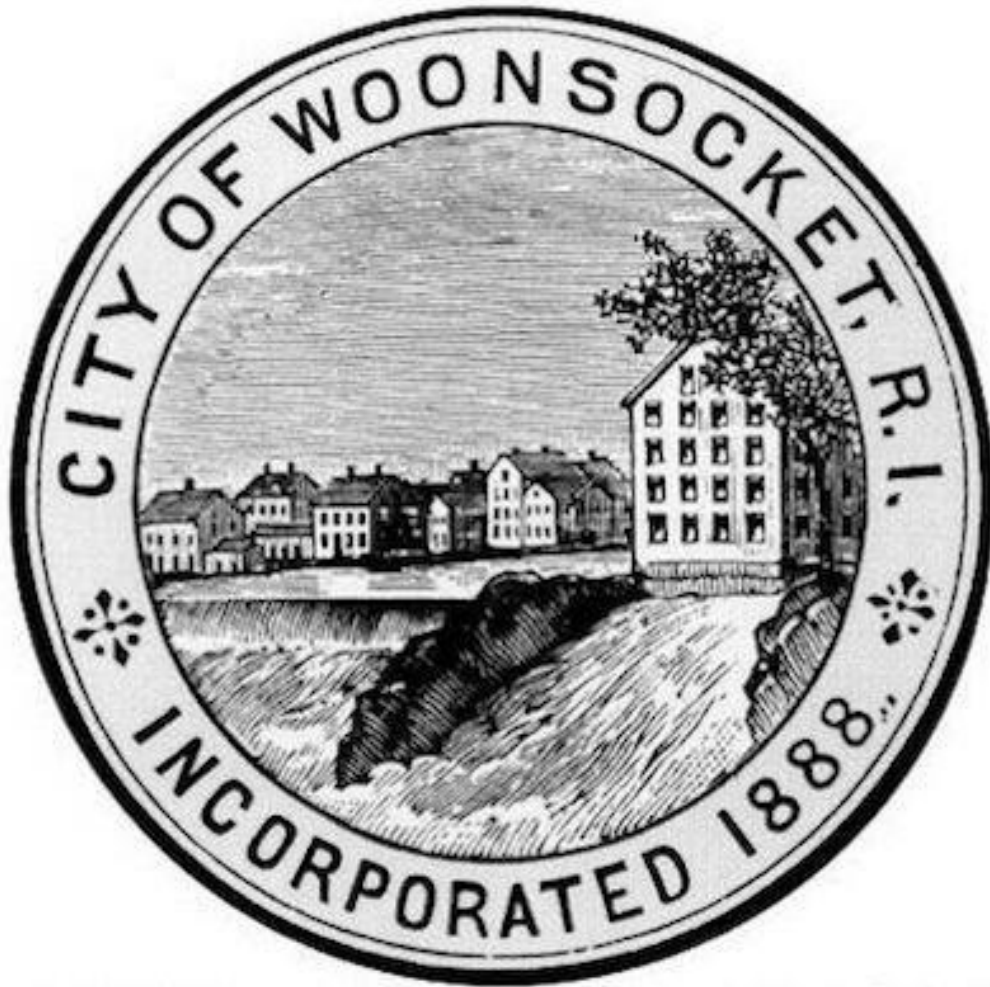
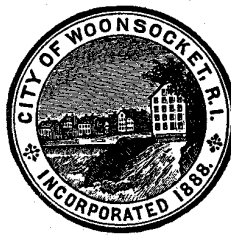


# City of Woonsocket



## **Theater District Public Art Display BID No. 6224**

*Prepared By:  
City of Woonsocket  
Department of Planning  
March 2024*



## **CITY OF WOONSOCKET, RHODE ISLAND**

### **INVITATION TO BID FOR:**

### **“Theater District Public Art Display”**

**BID No. 6224**

### **For Department of Planning**

City of Woonsocket invites sealed bids, from prospective bidders, for the above-referenced project.

**Bid Opening:** Bids will be received until **2:00 p.m. on Friday, April 19, 2024** at Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895. At which time sealed bids will be publicly opened and read aloud in Harris Hall, located on the 3<sup>rd</sup> floor. Bids received after the deadline will not be accepted and will be returned unopened to the sender.

**Bid Submissions:** All bids must be submitted in duplicate, placed in a sealed envelope and identified with the following information: **“Theater District Public Art Display, Bid No. 6224” including the name of the company submitting the bid.**

Bids must be prepared either electronically, if available, or using the provided bid forms. All written forms must be either typed or legibly printed, then signed and dated in blue or black ink.

**Project Components:** The work generally includes, but is not limited to the following:  
The City is inviting artists to submit proposals and renditions for a permanent artwork display in the Theater District where the total cost is not to exceed \$10,000.

**Project Timeline:** Timing is of the essence.

**Questions:** Questions regarding this solicitation should be submitted via email to Ken Allaire, Purchasing Agent, at [ken.allaire@woonsocketri.org](mailto:ken.allaire@woonsocketri.org). The deadline to submit questions is **Friday April 5, 2024, prior to 4:30 p.m.** Answers will be published online by the City in the form of an Addendum. Any questions submitted after the deadline may not be considered. Do not contact any other City employee or official regarding this solicitation.

**Bid Review Period:** In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the Bidder hereby proposes, offers and agrees if this bid be accepted within sixty (60) calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

**Withdrawal of Bids:** No bidder may withdraw their bid within sixty (60) days after the actual time and date of the bid opening thereof.

**Rejection of Bids:** The City reserves the right to cancel this ITB, award on the basis of cost alone, accept or reject any or all bids, in whole or in part. The City further reserves the right to waive as an informality any irregularities contained in any bid not affecting substantial rights that may be in the City's best interest. Bids found to be technically or substantially nonresponsive at any point in the review process will be rejected and not considered further. Any such decision will be considered final.

**Bid Award:** Upon selection of a winning contractor, the City of Woonsocket will send a bid award notice to the awardee. The bid award notice will identify a point of contact from the City who will assist the awardee in completing any pre-work requirements. Upon satisfactory meeting all of the obligations of the pre-work requirements, the City of Woonsocket will issue a "Notice to Proceed" for work to commence.

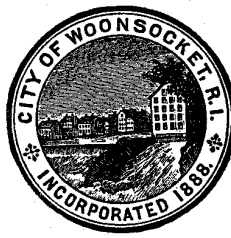
Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening deadline.

Thank you for your consideration of this invitation to bid and your participation in the sealed bid process.

Published: March 20, 2024

**X** \_\_\_\_\_

**Christine Coutu, Finance Director**



## **CITY OF WOONSOCKET, RHODE ISLAND**

### **INVITATION TO BID FOR:**

### **“Theater District Public Art Display”**

### **BID No. 6224**

Founded in 1888, the City of Woonsocket is a historic community of 43,000 situated along the Blackstone River sharing a border with Massachusetts. With direct access to Providence, Boston, and Worcester, Woonsocket played a leading role in the industrialization of America. More than 130 years later, Woonsocket, home to CVS Health Corporation, remains one of the top cities in New England to live, work, and raise a family.

In 2024, the Department of Planning and Development created the Theater District. The Theater District is one of Northern Rhode Island’s top entertainment districts. A key anchor of the Theater District is Chan’s. Chan’s, originally opened in 1905, draws visitors from all around New England for Jazz and Blues music. John Chan, the owner of Chan’s, has not only been an invaluable community member but also has received state recognition for his contribution to music in Rhode Island as an inductee at the Rhode Island Music Hall of Fame in 2018.

#### **Additional accolades:**

- *In 2011, USA Today named Chan’s among the “10 Great Places to Savor Chinese Food.”*
- *In 2011, John Chan went to Memphis to receive the Keeping the Blues Alive Award from the Blues Foundation.*
- *John Chan received the William Blackstone Society Award from the Blackstone Valley Tourism Council and the Pell Award for Excellence in the Arts from Trinity Repertory Company.*
- *John Chan was awarded an honorary Doctor of Fine Arts from Providence College.*

#### **PROJECT GOALS:**

The proposed art project must satisfy the following goals:

- *Creatively recognize John Chan and his impact on Jazz in the region;*
- *The theme of the public art display is Egg Rolls and Jazz; and*
- *Incorporate a lighting element. (preferably solar)*

#### **TIMELINE:**

Posting of ITB – March 20, 2024

ITB Opening Date – April 19, 2024 at 2:00 p.m.

Anticipated Announcement of Selected Artist – April 25, 2024 at the 2024 Woonsocket Economic Development Summit

**ELIGIBILITY:**

Open to artist or artist team with demonstrated experience in designing, creating, and installing site-responsive public art.

- City of Woonsocket employees, members of City Boards or Commissions are in-eligible for this program.

**BUDGET:**

The selected artist or artist team will receive a maximum payment of up to and not to exceed \$10,000 for the construction, transportation, and installation of the artwork. The Department of Planning and Development is inviting artists to submit proposals for permanent artwork for display in the Theater District. Works would be selected by the City of Woonsocket Department of Planning and Development, City Council and the Mayor's Office. Installations must be durable and safe for the public, environment, and withstand an unprotected display in a public/park setting. Works must be appropriate in content for a public setting and audiences of all ages.

**APPLICATIONS:**

At a minimum; should include the following:

- *Professional Resume (one page)*
- *Material Description*
- *Installation method*
- *Renderings of the proposed artwork*
- *Proposed placement on site*
- *Artist Statement (maximum 500 words)*
- *Images of previous work*

**SELECTION PROCESS:**

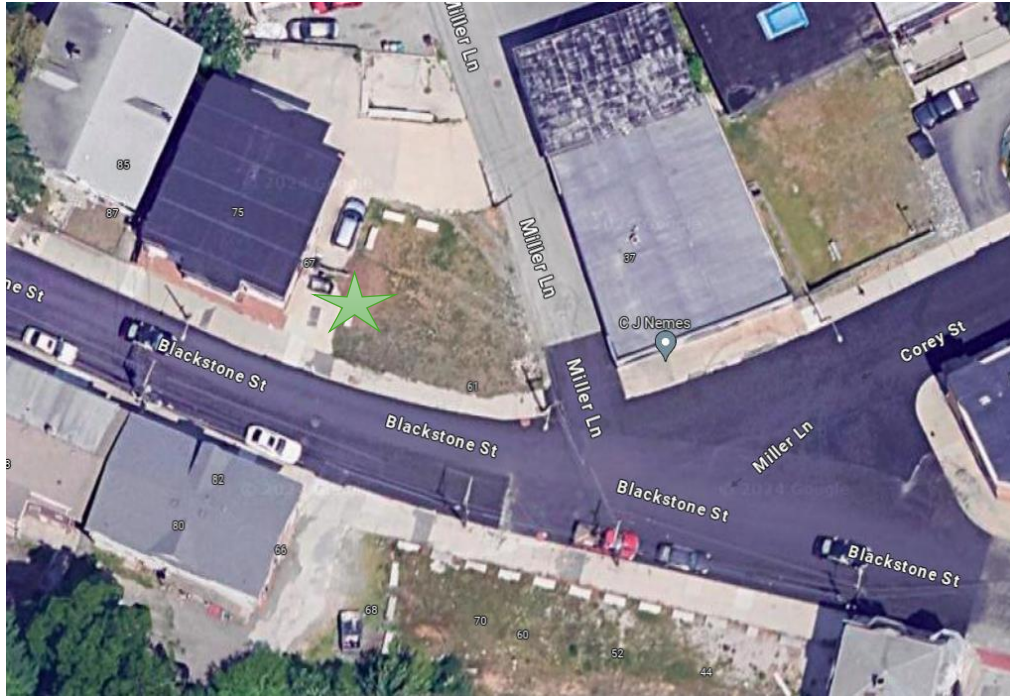
The City will review the applications and make their selection based on the following:

- **Qualifications:** Artist qualifications as demonstrated by past work and the appropriateness of their concepts to the project. Of highest priority are the artistic capabilities of the artist and the inherent quality of their original artwork to enhance the City's cultural profile.
- **Artistic Excellence:** Artists and the proposal shall demonstrate excellence of creative and aesthetic ideas, a mastery of skills and techniques in the creation of original art works, communication of unique vision or perspective, and professional approaches to process and presentation. The Department of Planning and Development will apply aesthetic and artistic judgements in their review.
- **Appropriateness to Site:** Artwork shall be appropriate in scale, material, form, and content for the site.
- **Durability:** Highly durable and safe artwork designed to withstand natural elements and public space.
- **Public Liability:** Safety conditions or factors that may bear on public liability.
- **Diversity:** Diversity of style, scale, media, and artists.

- **Content:** Appropriateness and relevance and should not contradict the City's values of environmental sustainability, accessibility, and cultural inclusiveness.

## LOCATION:

The art installation will be located on a city-owned lot, formerly 61 Blackstone Street, also known as Plat 33, Lot 66. This property is an infill lot that is a gateway to Downtown Woonsocket and the Theater District. This location will be a future community green space. Please note there are elevation changes at this site.



This program has been funded by Federal Community Development Block Grant funds (Ordinance 8383).

**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

**BID CERTIFICATION**

The undersigned bidder proposes to furnish all materials, labor, equipment and related incidentals, other related work and overhead items for "Theater District Public Art Display" for the City of Woonsocket, Rhode Island and in accordance with the specifications for the costs forth in the Bid Proposal.

**CERTIFICATION SUMMARY:**

The bidder declares that this proposal is made without connection with any other person(s) making proposals for the same specifications and is in all respects fair and without collusion or fraud.

The bidder further declares that, except in the normal discharge of his/her duties, no person acting for or employed by the City of Woonsocket has direct or indirect interest in the proposal or in any of the profits thereof.

The bidder certifies that the above statements are accurate and true and has carefully examined and read all of the specifications and the contract provisions and understands that it affects the acceptability of my proposal(s).

**AUTHORITY TO CONTRACT:**

The person who signs this agreement certifies that they are an agent of the company submitting the proposal. Has the legal authority to enter their organization into a binding agreement with the City of Woonsocket and to commit that organization to fulfilling the contract term obligations contained herein.

The undersigned further certifies that the company is qualified to do business in the State of Rhode Island, if applicable, and is not prohibited from entering into or performing any of the terms of this agreement for any reason.

**CONFLICT OF INTEREST:**

Any Offeror responding to this Invitation to Bid are required to disclose any potential conflict of interest. If the owner of the bidding firm is related to a City of Woonsocket employee, that relationship must be disclosed in writing and made a part of the bid response. Definition Related Person: Related person to a City of Woonsocket employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the City of Woonsocket employee has actual knowledge that such relative is likely to or will benefit from a particular City of Woonsocket transaction.

**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

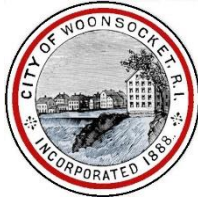
**BID SIGNATURE PAGE**

We, the undersigned, submit this proposal for Theater District Public Art Display, Bid No. 6224, to the City of Woonsocket. The undersigned also certifies and agrees to all the terms and conditions contained herein.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CITY, STATE ZIP:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>PRINT NAME:</b>	
<b>TITLE:</b>	
<b>SIGNATURE:</b>	
<b>DATE:</b>	



# GENERAL CONTRACT PROVISIONS



## 1.0 RECEIPT AND OPENING OF PROPOSALS:

- 1.1 The City of Woonsocket, acting through its Purchasing Agent (referred to as the “City”), is responsible for the format, final content and publication of all Requests for Proposal or Invitations to Bid (herein collectively referred to as “Proposal” or “Proposals”) to be approved by the City of Woonsocket’s Finance Department.
- 1.2 Sealed Proposals must be received, and date stamped by a representative of Woonsocket City Hall, Office of Purchasing, 169 Main St., Woonsocket, Rhode Island 02895, up until the deadline as indicated in the published solicitation or addendum.
- 1.3 Published solicitations do not commit the City to pay any costs incurred by any bidder in conducting or making the necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished in any submitted Proposal.
- 1.4 Proposals received after the time and date indicated in the published solicitation or addendum will not be considered nor opened and may be returned to the bidder as such.
- 1.5 At the time of the opening of Proposals, each bidder will be presumed to have read and to be thoroughly familiar with all items contained in the published solicitation, including all addenda. The failure or omission of any bidder to have examined any form, instrument or document will in no way relieve a bidder from any obligation in their Proposal once the Proposal has been publicly opened.

## 2.0 FORM OF PROPOSALS:

- 2.1 Each Proposal shall be in accordance with specifications and instructions contained herein.
- 2.2 Proposals must be printed in black or blue ink or typewritten. **Proposals written in pencil or red ink are not allowed.**
- 2.3 Blank spaces must be filled in as required or an “N/A” must be placed in that space if the item is not applicable to the Proposal being submitted. No changes are permitted in any of the documentation unless the change is accompanied by an approved addendum.
- 2.4 Additionally, the Proposal must contain the bidder’s company name and proper address. It must be signed by an individual that is duly authorized to sign in the name, and on behalf, of the respective bidder for the purposes and consideration expressed in their Proposal accompanied by their official title.
- 2.5 Proposals which are not complete, contain any omissions, erasures, alterations, additions or irregularities of any kind, are subject to being rejected.
- 2.6 At any time prior to the Proposals being publicly opened, the bidder may modify his/her Proposal by written communication. If a correction needs to be made to any item in the submitted Proposal, those changes must be made with a single strike out (*Example: ~~Change~~*), with blue or black ink, must be initialed and dated in close proximity of the correction and remain clearly legible.

## GENERAL CONTRACT PROVISIONS

2.7 Bidders are responsible for submitting bids, submitting modifications or sending withdrawal requests, so as to reach the Office of Purchasing prior to the time specified in the solicitation or addendum.

2.8 Only modification, to an already submitted bid may be authorized to use an alternate form of transmission (i.e. electronic mail or facsimile) with the prior consent and at the discretion of the purchasing agent.

2.9 If the intent of the bidder's written communication is not clearly identifiable, the interpretation most advantageous to the City will prevail.

### 3.0 SUBMITTING A PROPOSAL:

3.1 The City of Woonsocket shall receive each proposal/bid either by mail, or in person no later than the time indicated, at Woonsocket City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main St., Woonsocket, Rhode Island 02895. **FAXED or E-MAILED Proposals are not accepted.**

3.2 Each Proposal must be submitted in duplicate, unless otherwise noted, and each sealed envelope plainly marked on the exterior with the bid number and bid name.

3.3 The purchasing agent will decide what the deadline will be to receive all Proposals. Late proposals/bids will not be considered.

3.4 It is the bidder's responsibility to verify that the Proposal has been timely received and delivered to the purchasing department prior to the opening date and time. The City is not responsible for late receipt of a Proposal, regardless of the reason for the delay. Proof of transmission or of mailing doesn't constitute proof of receipt.

3.5 At any time prior to the Proposals being publicly opened, the bidder may withdraw his/her Proposal by written communication. Telephonic, Emailed or Faxed withdrawals are not accepted.

3.6 No Proposal may be withdrawn for a period of sixty (60) calendar days after the Proposals have been publicly opened. The City reserves the right to waive this requirement to best serve the interests of the City.

3.7 Negligence on the part of the bidder in preparing the Proposal confers no rights for the withdrawal of their Proposal after it has been opened.

3.8 Proposals received prior to the scheduled opening deadline will be secured and will remain unopened.

3.9 No responsibility will attach to an officer or person of the City for the premature opening of a Proposal which has not been properly marked or identified. Any Proposal opened prematurely due to the failure of the Bidder to mark the envelope in accordance with Section 3.0 will be considered non-responsive and returned to the bidder.

3.10 The City may consider any Proposal not prepared and submitted in accordance with the provisions of the solicitation as non-responsive.

3.11 The City reserves the right to waive any informalities that are merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders.

3.11.1 The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired.

3.12 The City reserves the right to reject any and all Proposals that best serve the City's interest.

# GENERAL CONTRACT PROVISIONS

## 4.0 ADDENDA AND INTERPRETATION:

- 4.1 No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be made in writing and addressed to the purchasing agent, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895.
- 4.2 To be given consideration, all inquiries must be received by the date and time as noted in the solicitation. If no date is provided in the solicitation, the City will gather any inquiries received and will collectively respond to and publish those responses no later than seven (7) calendar days prior to the date of the bid opening.
- 4.3 Any and all such inquiries, corrections, interpretations, and any supplemental instructions will be in the form of written addenda. All addenda will be posted, at a minimum, on the City's website, in the "Bid Opportunities" section, beneath the specific corresponding solicitation. All addenda become part of the specification document from their effective dates.
- 4.4 It is the bidder's responsibility to check for and download any and all posted addenda up to the bid opening date and time.
- 4.5 Each bidder must ascertain, prior to submitting their Proposal that they have received all addenda issued and must acknowledge the receipt in their submitted Proposal.
- 4.6 No addenda will be posted later than four(4) calendar days prior to bid opening date except for an addendum, if necessary, postponing the opening date or the withdrawal of the solicitation.
- 4.7 Any written or oral instructions concerning a solicitation, unless supported by an addendum, regardless of the source of that information, is non-binding, should not be relied upon and is not considered part of the specification documents.
- 4.8 In the event there is a discrepancy between verbal communication and written communication, the written communication will govern.

## 5.0 "OR APPROVED EQUAL":

- 5.1 When the name of a manufacturer, a brand name or manufacturer's catalogue number is issued as specification standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required.
- 5.2 If proposing on other than the make, model, brand, or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the standard provided.
- 5.3 Bidders must prove to the satisfaction of the City Department Director, or by person or persons designated by him, that the bidders' designated substitute is equal to the standard; otherwise, his Proposal will be rejected.
- 5.4 The City reserves the right to determine if equipment or materials, which comply substantially in quality and performance with the specifications, are acceptable to the City and if any variance listed by the bidder in his/her Proposal is material or immaterial.
- 5.5 It is the intent of the City, if accepting any substitutes, to accept them in the order in which they are listed in the Proposals. The City has the right to accept substitutes in any order or combination and to determine the lowest bidder on the basis of the sum of the base Proposal and the substitutes accepted.

# GENERAL CONTRACT PROVISIONS

## 6.0 PROPOSED PRICE(S):

- 6.1 Bidders must state the proposed price(s) in the manner as designated in the Solicitation.
- 6.2 The final proposed, extended, total price should be stated both numerically and in written words.
- 6.3 In the event that there is a discrepancy between the unit price and the extended total, the City will choose between the unit price or the extended total whichever is lowest.
- 6.4 In the event there is a discrepancy between the price written in words, and the price written numerically, the City will choose between the price written in words or the price written numerically, whichever is lowest.

## 7.0 CONSIDERATIONS FOR REJECTING PROPOSALS:

- 7.1 If an area remains unserved due to lack of or rejection of Proposals, the City may, within its discretion, select and negotiate with a bidder already providing service to an area or with an entity qualified to provide service in all or part of the unserved area.
- 7.2 Unless otherwise specified, the City reserves the right to accept or reject Proposals in whole or in part, and to waive any informalities or irregularities not affecting substantial rights as may be in the best interest of the City.
- 7.3 The City reserves the right to reject the Proposal of any Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature, who is not able to perform the Contract, has habitually, without just cause, neglected the payment of bills, or disregarded its obligations to sub-Contractors, materials, or employees.
- 7.4 The City reserves the right to reject any or all Proposals not accompanied by a requirement set forth in the Solicitation Documentation or if the Proposal, in any way, is incomplete or irregular and subject to Section 3.10 through 3.12.
- 7.5 in accordance with R.I. Gen. Laws § 45-55-7 they City may reject a Proposal based on any of the following conditions:
  - A. Bid prices are in excess of available funding.
  - B. When multiple bids are received, all but the lowest 3 bidders can be rejected.
  - C. In the event when only one (1) bid is received, that bid can be rejected. A noncompetitive negotiation can commence with that bidder in accordance with § 45-55-8.

## 8.0 DELIVERY:

- 8.1 All Proposal prices must be based on Incoterms DDP (Delivered Duty Paid) Woonsocket, RI. The bidder will assume all costs, risks, and obligations, including import duties, taxes, clearance fees etc., if applicable, up to the destination point. At the destination point the loading or unloading the shipment will be set forth in the Contract, otherwise it will be at the discretion of the Department Director.
- 8.2 Deliverable quantities, dates and times must be met as per the purchase order, the Contract or written instructions provided by the Department Director or his designee.
- 8.3 No delivery will be accepted without written confirmation as outlined in Section 8.2.

# GENERAL CONTRACT PROVISIONS

## 9.0 PAYMENT TERMS:

9.1 All payment terms with the City are Net 60 (sixty) days.

9.2 Cash discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period must be computed from date of delivery or from date the correct invoice is received by the City, whichever date is later. The date of delivery must be construed to mean the date on which the completed work is determined to meet the specifications and is therefore accepted by the City.

## 10.0 STATE & FEDERAL TAXES:

10.1 The City of Woonsocket is exempt from the Rhode Island sales or use tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

10.2 The City of Woonsocket is exempt from the payment of any excise tax or federal transportation taxes.

10.3 All bid pricing must exclude the taxes noted in Section 10 herein and it will be so construed.

## 11.0 QUALIFICATIONS OF BIDDER:

11.1 The City may make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder must furnish to the City all such information and data for this purpose as the City may request.

11.2 The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work according to the specifications.

11.3 One or more of the following conditions will result in the disqualification of a bidder and rejection of his/her Proposal:

- A. Evidence of collusion among bidders.
- B. A material misrepresentation in a Proposal.
- C. Bidder's failure to meet the minimum criteria for responsiveness and responsibility.

## 12.0 AWARD AND CONTRACT:

12.1 It is the intent of the City, in accordance with state procurement regulations, to award a Contract promptly following the public opening of Proposals.

12.2 Contracts are awarded to the most responsive and responsible bidder offering the most advantageous price. It is contingent upon the bidder submitting their Proposals in accordance with the requirements set forth in the solicitation and judged to be reasonable and does not exceed the funds available.

12.3 A "Responsive Bidder" is a bidder who has submitted a Proposal, which conforms to all material aspects of the solicitation. Whereas a "Responsible Bidder" relates to the bidder's ability to satisfactorily perform the work.

12.4 The City reserves the right to determine the most responsive and responsible bidder in any way determined to be in the best interest of the City. An award may be based on any or all of the following factors:

## GENERAL CONTRACT PROVISIONS

- A. Adherence to all conditions and requirements of the solicitation.
- B. Price and Payment Terms.
- C. Qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities.
- D. Delivery lead time or completion date.
- E. Product appearance, workmanship, finish, feel, overall quality, and results of product testing.
- F. Maintenance costs and warranty provisions.
- G. Repurchase or residual value.

12.5 The City reserves the right to consider total cost of ownership as a factor in the final award recommendation (i.e., transition costs, training costs, etc.).

12.6 The City reserves the right to award by item, part or portion of an item, group of items or total Proposal, to reject any and all Proposals in whole or in part, if, in the City's judgment, it is in the best interest of the City to do so.

12.7 The City reserves the right to award multiple, optional use Contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the City which may result in the awarding of a Contract to multiple bidders.

12.8 The successful respondent will receive an award letter with further instructions along with City department contact information.

12.9 Respondents that were not chosen will receive a courtesy notification letter that the award decision has been made.

### **13.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

13.1 Upon failure or refusal to enter into a Contract or complete the Contract at the price in the Proposal, Bidder must forfeit to the City, as liquidated damages for such failure or refusal, the surety (i.e., Bid Bond) that may have been included in the Proposal.

13.2 The Bidder's forfeiture of the surety must be a waiver of all rights as a bidder under the Contract and must relieve the City of all responsibility to said bidder.

### **14.0 TIME OF COMMENCEMENT/COMPLETION:**

14.1 A written award (or acceptance of a Proposal) mailed (or otherwise furnished) to the successful bidder and will be considered accepted by the City seven (7) calendar days following the transmitted or post marked date. The award letter may be followed by a City purchase order which will be deemed to result in a binding Contract without further action by either party.

14.2 The successful bidder, upon the notification of the acceptance of their Proposal, as defined in Section 14.1, must within ten (10) calendar days execute and deliver the Contract documents, insurance and bonds required by the solicitation.

14.3 The successful bidder must agree to commence work thirty (30) calendar days after acceptance by the City unless otherwise notified by a "Notice to Proceed" from the City, written communication by the Department Director or his designee.

## GENERAL CONTRACT PROVISIONS

14.4 The successful bidder must agree also to pay as liquidated damages the sum of Five Hundred (\$500.00) Dollars for each consecutive calendar day, but no earlier than thirty (30) days after the fixed date for commencement/completion thereafter as determined by Section 14.3.

14.5 Allowances may be made when a force majeure event has occurred.

14.5.1 A force majeure event may include, but is not limited to the following: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the impacted party.

14.6 After the offer has been presented to the successful bidder, and the successful bidder has accepted that offer, herein the bidder will further be referred to as the "Contractor".

### 15.0 LAWS AND REGULATIONS:

15.1 All applicable federal and state laws, City ordinances (including zoning ordinances) and the rules and regulations of all authorities having jurisdiction applies to all Contracts and they are deemed to be included in all Contracts the same as though written out in full.

15.2 In the event of any inconsistencies between the above laws, regulations, or ordinances versus the provisions of the Contract, the laws, regulations, or ordinances will prevail.

### 16.0 CONTRACT SURETIES (BONDS):

16.1 When a Contract surety is required, the bidder and sub-bidders must furnish that surety for the value as outlined in the Solicitation. These may be in the form of a surety bond, certified check, treasurer's, or cashier's check made payable to the City.

16.2 Sureties are for the faithful performance of the Contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials, equipment, and all other incidentals in connection with the Contract. Sureties may include, but are not limited to the following:

**A. Bid Bond** - Guarantees that the Contractor will honor the Contract as per their Proposal.

**B. Performance Bond** - Guarantees the City that the Contractor will perform all of its Contractual duties in accordance with the plans and specifications.

**C. Payment Bond** - Guarantees that a Contractor will pay the labor, material, and sub-contractor costs on the project.

16.3 In accordance with Rhode Island General Laws, § 37-2-40. Bidder security (Bid Bond) shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the City to exceed fifty thousand dollars (\$50,000).

16.3.1 Bidder's security shall be in an amount equal to at least five percent (5%) of the amount of the bid.



## GENERAL CONTRACT PROVISIONS

16.4 Rhode Island General Laws, Title 37, Public Property and Works, Chapter 12, Contractors' Bond, Sections 1 through 11.

16.4.1 According to § 37-13-1 "Public works" means any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building, or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

<b>Bid Bond</b>	All public works projects, in a sum not less than five percent (5%) of the bid price; Not required on projects under \$50,000.00. (§37-2-40)
<b>Performance Bond Required:</b>	All public works projects, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the Contract price; Not required on projects under \$50,000.00. (§37-12-1)
<b>Payment Bond Required:</b>	All public works projects, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the Contract price; Not required on projects under \$50,000.00. (§37-12-1)
<b>Entitlement to Copy of Bond:</b>	Upon submission of affidavit stating that applicant is being sued on the bond after 90 days from last work. (§ 37-12-1, § 37-12-5)
<b>Enforcement:</b>	Suit after 90 days from last work. (§37-12-2)
<b>Limitations:</b>	Two years from date of settlement of Contract. (§37-12-5)
<b>Notice Requirements:</b>	Notice must be sent certified mail to the prime Contractor within 90 days after the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment. (§37-12-2)
<b>Other:</b>	Notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the City or town or every City or town in which the work covered by the Contract was carried on, once a week for three (3) successive weeks.

16.5 The surety of such bonds must be from a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the bidder/Contractor.

16.6 Before final acceptance, the bonds must be approved by the City. The bonding company providing the surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

16.7 Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16.8 Bid bonds, certified checks, treasurers, or cashier's checks will be returned to all except the three lowest bidders within a reasonable time after the opening of bids. The remaining bid bonds, checks will be returned promptly after the City and the accepted Contractor(s) have executed the Contract.



# GENERAL CONTRACT PROVISIONS

16.9 If no award has been made within ninety (90) days after the date of the opening of the Proposals, upon demand of the bidder, at any time, thereafter, can request the return of their bond so long as he/she has not been notified of the acceptance of their Proposal.

16.10 No Proposal will be considered for a Contract if Section 16.1 is identified as a requirement and that requirement is either not submitted with the Proposal, the value submitted is not sufficient or an irregularity has not been corrected within two (2) hours after the notification that such irregularity exists .

## 17.0 PREVAILING WAGES AND RETAINERS:

### 1. PREVAILING WAGES -

17.1 In accordance with Rhode Island General Law 37-13-7 when state or municipal funds are used for any public works project in excess of \$1,000, the Contractor is subject to prevailing wage laws.

17.1.1 The current prevailing wage laws and the general prevailing rate of pay, as determined by the Director of Labor and Training, pertains to regular, holiday and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work in construction, alteration, and/or repair, including painting and decorating, of public buildings.

17.1.2 Prevailing wage rates are available from the Rhode Island Department of Labor at <https://dlt.ri.gov/regulation-and-safety/prevailing-wage>.

### 2. RETAINERS -

17.2 In accordance with Rhode Island General Law § 44-1-6 any person doing business with a nonresident Contractor shall withhold payment of an amount of three percent (3%) of the Contract price until thirty (30) days after the Contractor has completed the Contract and has requested the tax administrator, in writing, to audit the records for the particular project, a receipted copy of the request to be furnished to the person holding the funds. The tax administrator shall, within thirty (30) days after receipt of the request, furnish to the nonresident Contractor and to the person holding the funds either a certificate of no tax due or a certificate of sales and use tax or income tax withheld, or both, due from the nonresident Contractor.

17.2.1 Upon receipt of a certificate of no tax due, the person holding the payment may pay the nonresident Contractor. Upon receipt of a certificate of taxes due, the person may pay to the Contractor out of the amount withheld the excess over the amount of taxes stated in the certificate together with the interest and penalties assessed. If the tax administrator furnishes neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding the payment may immediately pay the payment withheld to the nonresident Contractor under the terms of the Contract free from any claims of the tax administrator against either the person holding the payment or the nonresident Contractor for payment of sales or use taxes or income taxes withheld, or both if the City does business with a non-Rhode Island Contractor, the City must withhold payment of an amount of not more than five percent (5%) of the Contracted price. This is to secure payment for any sales tax, use tax, and/or income tax that may be due to the State of Rhode Island.

## 18.0 INSURANCE REQUIREMENTS:

18.1 To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements. All Contractors and Subcontractors are subject to the insurance requirements as set forth in Section 18.

## GENERAL CONTRACT PROVISIONS

18.2 It is the responsibility of the Contracting party with the City to confirm that all subcontractors, under their employ for the Contract, are following the insurance requirements as set forth in Section 18.

18.3 Contractors for public works projects must comply with the minimum insurance requirements imposed by the State as outlined in Section 18.6. If additional insurance requirements are set forth in the Solicitation Documents, the Contractor must comply with those requirements.

18.4 If there is a discrepancy between the minimum insurance requirements imposed by the State and the requirements set forth in the Solicitation, the greater insurance coverage requirements will prevail.

18.5 The Contracted party will not commence work under any Contract for the City until they have obtained all the required insurance and has been approved by the City.

18.6 In accordance with Rhode Island Code of Regulations, Title 220, Chapter 30, Part 13 "General Conditions of Purchase" outlined in Addendum A, Section A4., has established the minimum type and limits of insurance coverage requirements for **Public Works Projects**.

18.6.1 **Commercial General Liability Insurance** covers bodily injury (including death), broad form property damage, personal and advertising injury, independent Contractors, products and completed operations and Contractual liability. The general aggregate must be on a "per project" or "per location" basis.

- A. **\$1,000,000 each occurrence**
- B. **\$2,000,000 each occurrence if blasting is required**
- C. **\$1,000,000 general aggregate with dedicated limits per project site**
- D. **\$1,000,000 products and completed operations aggregate**
- E. **\$1,000,000 personal and advertising injury**

18.6.2 **Automobile Liability Insurance** covers bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.

- A. **\$1,000,000 combined single limit each accident**

18.6.3 **Workers' Compensation and Employers' Liability** statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law, other than State of Rhode Island, if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.

18.6.3.1 Employers' Liability with minimum limits of:

- A. **\$100,000 each accident**
- B. **\$100,000 bodily injury by disease for each employee**
- C. **\$100,000 bodily injury disease aggregate**
- D. **\$5,000,000 per occurrence/\$5,000,000 annual aggregate**

18.6.3.2 A Contract Party, who is an independent Contractor, is neither eligible for, nor entitled to, Worker's Compensation under Rhode Island law. Independent Contractors must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the City.

18.7 **Professional Liability** (for consultants, engineers, and other individuals/businesses providing professional services)

- A. **\$1,000,000 Each Claim/Wrongful Act**

# GENERAL CONTRACT PROVISIONS

## B. \$1,000,000 Annual Aggregate

18.8 All required insurance will be placed with insurers authorized to do business in the State of Rhode Island and Rated "A-, class X" or better by A.M. Best Company, Inc.

18.9 The required insurance will be procured at the sole cost and expense of the Contractor.

18.10 Certificates of Insurance policies must include a **waiver of subrogation** in favor of the City.

18.11 As evidence of the insurance required by this Contract, the Contract Party shall furnish to the City Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:

18.11.1 In a form acceptable to the requesting Department and the Office of Purchasing.

18.11.2 Failure to comply with this provision may result in rejection of the bid offer.

18.12 All Certificates of Insurance and to the extent possible will contain the following:

A. The name and address of the insured (Certificate Holder).

B. The Certificate Number and Policy Numbers.

C. The type of insurance and the liability limits.

D. The effective date and expiration date of the policy.

E. Statement which refers to the City Contract and insurance specification and states that such insurance is required by the Contract.

F. Waiver of subrogation in favor of City.

F. Statement as to exclusions and methods of cancellation.

G. Include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to: City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main Street, Woonsocket, RI 02895

18.13 The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by City that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Insured Parties.

18.14 No warranty is made that the coverages and limits listed in Section 18.6 are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are minimums that have been established to protect the interest of the City by the State.

18.15 City shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth in Section 18.6.

18.16 The Contract Party shall use at its own risk, and insure at its own cost, any of its owned, leased or used real or personal property.

18.17 The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverage or limits contained in the solicitation.

18.18 The Contractor will continue, at their sole cost and expense, to obtain and maintain the required insurance to ensure all the requirements of Section 13 remain in full force and effect during the entire term of the Contract until all obligations of Contracting Party have been discharged by the City.

## GENERAL CONTRACT PROVISIONS

18.18.1 This includes, but is not limited to, any warranty periods or extended reporting periods, against which claims may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.

18.19 Contract Party will also immediately notify the City if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.

18.20 Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.

### 19.0 EQUAL EMPLOYMENT OPPORTUNITY:

19.1 The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and Contracts, whereby a supplier agrees not to discriminate against any employee or applicant for employment as defined in Section 19.2.

19.2 For all Contracts for supplies and/or services exceeding ten thousand dollars (\$10,000), Contractors must comply with the requirements of federal executive order no. 11246, as amended, R.I. General Law § 28-5.1-10, and other regulations as issued by the purchasing agent, and administered by the state equal opportunity office of the department of administration.

19.3 By submitting qualifications, Proposals or bids, the firm is attesting to the City that they are an Equal Opportunity Employer.

19.4 Non-compliance with the provisions of this Section will be considered a substantial breach of the Contract subject to penalties or remedies invoked as provided by statute or regulation. Including, but not limited to, being declared ineligible for future Contracts or other sanctions.

### 20.0 OSHA SAFETY AWARENESS PROGRAM:

20.1 In accordance with Rhode Island General Law § 37-23-1 (2018), all Contractors performing work on municipal and state construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more, shall have an OSHA “ten (10) hour construction safety program” for their on-site employees. The training program shall utilize instructors trained by the occupational safety and health administration, using an OSHA approved curriculum.

20.1.1 Graduates shall receive a card from the U.S. department of labor occupational safety and health administration certifying the successful completion of the training course.

20.2 Every person shall have a card issued by the U.S. department of labor occupational safety and health administration certifying their successful completion of the OSHA ten (10) hour training program, as required by this section, on their person at all times while work is actually being performed on municipal and state construction projects. No person shall transfer their card certifying their successful completion of the OSHA ten (10) hour training program to another person. Failure to comply with this section shall subject the holder to penalties prescribed by the director of the department of labor and training.

**NOTE: The General Contract Provisions were developed and issued by the Purchasing Department. These provisions standardize the general requirements for conducting business with the City of Woonsocket. The specifications, on the other hand, are the detailed instructions for conducting business with a Department of the City for a clearly defined, specific project. These provisions may be added to, deleted, or modified at any time, for any reason, as may be in the best interest of the City.**