



**RHODE ISLAND
COLLEGE**

PURCHASING DEPARTMENT
600 Mt. Pleasant Avenue, Building #5
Providence, Rhode Island 02908
Phone: 401-456-8047 Fax: 401-456-8528

BID/PROPOSAL

SOLICITATION NUMBER: **33491**
SOLICITATION TITLE: **DONOVAN DINING CENTER EXTERIOR WINDOW IMPROVEMENTS**

BID PROPOSAL SUBMISSION DEADLINE DATE & TIME: May 5, 2015 at 9:30 AM

PRE-BID/PROPOSAL CONFERENCE: Yes

DATE: April 21, 2015 TIME: 9:00 AM

LOCATION OD PRE-BID: Rhode Island College Physical Plant Building Capital Projects – 2nd Floor

Note to Bidders: Questions concerning this solicitation may be emailed to icimorelli@ric.edu no later than Tuesday, April 28, 2015, 12:00 PM (EST). Please reference the RFP# on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

BID BOND REQUIRED: YES

PAYMENT AND PERFORMANCE BOND REQUIRED: YES

FEIN:	05 0306752
BIDDER NAME:	E.W. Burman, Inc
ADDRESS:	33 Vermont Ave Warwick, RI 02888
TELEPHONE:	401.735.5400
FAX:	401.737.2650
CONTACT NAME:	Edward W. Burman, Jr.
CONTACT TITLE:	President
CONTACT EMAIL:	ewburmanjr@ewburman.com

NOTICE TO VENDORS:

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at www.purchasing.ri.gov.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM/CONTRACT OFFER. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 – RULES FOR SUBMITTING OFFERORS

2.1A This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Rhode Island College, Purchasing Department. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting the he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Rhode Island College Purchasing Office (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RIC bid solicitation forms provided, indicating brand and part numbers of items, offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Rhode Island College, Purchasing Office, 600 Mount Pleasant Avenue, Building #5, Providence, RI 02908.

Documents misdirected to other State locations or which are not present in the RIC Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Purchasing Office. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov/>) for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, Rhode Island College will cancel the original solicitation and resolicit the original offer directly from vendors.

2.1 PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the College Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Rhode Island College is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED TO BE FOB DESTINATION.

2.3 DELIVERY AND PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

2.4 PREVAILING WAGE and OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37.13-1 et. Seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

2.5 PUBLIC RECORDS. Offerors are advised that all materials submitted to the College for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting at Rhode Island College Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for bid results will not be honored. Written requests for results will only be honored if the information is not available on the Division of Purchases (www.purchasing.ri.gov) or RIC Purchasing website (www.ric.edu/purchasing).

SECTION 3 – AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the College's sole option.

3.1 BID SURETY: Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2 SPECIFICATIONS: Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the College) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED

4.1A When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Rhode Island College, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued Rhode Island College Purchasing Office PRIOR TO delivery.

4.1B Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by Rhode Island College Purchasing Office, shall be considered a binding contract.

4.2 REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all Rhode Island College contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information website (www.purchasing.ri.gov) and the Board of Governors for Higher Education website (www.ribghe.org/procurementregs113006.pdf)

4.2A ARRA SUPPLEMENTAL TERMS AND CONDITIONS: Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Publ.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

4.3 EQUAL EMPLOYMENT OPPORTUNITY: Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws, also apply.

4.4 PERFORMANCE BONDS: Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5 DEFAULT and NON-COMPLIANCE: Default and/or non-compliance with RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6 COMPLIANCE: Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7 SPRINKLER IMPAIRMENT AND HOT WORK: The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements

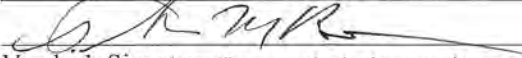
Indicate Yes (Y) or No (N):

- N 1. State whether your company, or an owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then please provide details below.
- N 2. State whether your company, or an owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then please provide details below.

- N 3. State whether your company, or an owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of the Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then please provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the college Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(C) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island College Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island College Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for perjury.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from his offer
- Y 10. I/we acknowledge that I/we understand the State Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General terms and Conditions available at the Rhode Island Division of Purchases (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/We certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOUR ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein

 Date: 05.05.15
 Vendor's Signature (Person authorized to enter into contracts; signature must be in ink)

Thomas M. Burman Secretary 
 Print Name and Title of Company official signing offer

RETURN OF BID INVITATION - Bids must be mailed/delivered to RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5 in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$ 50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Form box for Social Security No. (SSN)

Employer ID No. (EIN)

Form box for Employer ID No. (EIN) with values 05 and 0306752

NAM E.W. Burman, Inc

E

ADDRESS 33 Vermont Ave

(REM ITTANCE ADDRESS, IF DIFFERENT)
CITY, STATE AND ZIP CODE Warwick, RI 02888

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE [Signature] TITLE Secretary DATE 05.05.15 TEL NO. 401.738.5400

BUSINESS DESIGNATION:

Please Check One: Individual [] Medical Services Corporation [] Government/Nonprofit Corporation []
Partnership [] Corporation [X] Trust/Estate [] Legal Services Corporation []

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5
600 Mt. Pleasant Avenue, Providence, RI 02908

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

BID FORM

To: Rhode Island College
Purchasing Department, Building #5
East Campus
600 Mt. Pleasant Avenue, Providence, RI 02908-1991

Bidder: E.W. Burman, Inc
Legal name of entity
33 Vermont Ave Warwick, RI 02888
Address (street/city/state/zip)
Edward W. Burman, Jr. ewburmanjr@ewburman.com
Contact name Contact email
401.738.5400 401.737.2650
Contact telephone Contact fax

BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Pay Items, Allowances, Alternates, Bonds, and Addenda):

TOTAL PROJECT COST (including the costs for Pay Amounts A, B, C, D, E and F, Allowances A and B, Bonds, and Addenda):

\$ 418,952
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

\$ FOUR HUNDRED EIGHTEEN THOUSAND NINE HUNDRED FIFTY TWO
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

1. PAY AMOUNTS

- A. Per Section 05 90 00 Maintenance of Masonry - Complete cleaning of all masonry surfaces to remove build-up of efflorescence and atmospheric

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

staining. Repairs to concrete surfaces where indicated on drawings.

1 Lump sum

Item A Price in writing:

\$ TWENTY EIGHT THOUSAND AND THREE DOLLARS \$ 28,003

B. Replacement of Exterior Wall Sconce "E1" as indicated on drawings.

1 Lump sum

Item B Price in writing:

\$ TEN THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS \$ 10,486

C. In areas indicated on drawings as WINDOW SYSTEM 1 and as per Specification Section 05 90 00 Cleaning and Restoration of Architectural Anodized Aluminum - Complete cleaning of existing anodized aluminum window frames, vertical and horizontal mullions, and installation of clear polymeric resin protective coating. Remove existing opaque (spandrel) panels, replace with new insulated aluminum panels and seals.

1 Lump sum

Item C Price in writing:

\$ ONE HUNDRED FIFTEEN THOUSAND TWO HUNDRED TWENTY TWO \$ 115,222

D. In areas indicated on drawings as WINDOW SYSTEM 2 and as per Specification Section 05 90 00 Cleaning and Restoration of Architectural Anodized Aluminum - Complete cleaning of existing anodized aluminum window frames, vertical and horizontal mullions, and install clear polymeric resin protective coating. Install new finish system on existing opaque

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

(spandrel) panels per Specification Section 09 96 00 High-Performance Coatings.

1 Lump sum

Item D Price in writing:

\$ SEVENTY EIGHT THOUSAND SIX DOLLARS \$ 78,006

E. South elevation window wall replacement including all associated work as shown on Drawing Sheet A2.1 and A3.1.

1 Lump sum

Item E Price in writing:

\$ ONE HUNDRED EIGHTY SEVEN THOUSAND FIFTY ONE \$ 187,051

F. Refinishing of existing sheet metal trim in areas indicated on drawings and as per Specification Section 09 96 00 High-Performance Coatings. Existing exposed steel, sheet metal flashing and trim shall be stripped of peeling paint and recoated with a new high performance coating system.

1 Lump sum

Item F Price in writing:

\$ FIFTY FOUR THOUSAND FIVE HUNDRED 54,500

2. ALLOWANCES

A. Replace (400 sf) of existing interior gypsum drywall assembly and install new paint finish system and sealant joints.

Allowance price in writing: \$ 3,434

Three thousand four hundred thirty four

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

- B. Temporary Office Relocation – Prior to commencement of work on south window wall replacement, the GC shall be responsible for moving the office workstations and equipment from Donovan Rooms 207-210 to Rooms 202 & 204. See Document 01 10 00 – Summary, Section 1.04 Owner Occupancy / Schedule
Allowance price in writing: \$ ~~2,150~~ 2,250

TWO THOUSAND TWO HUNDRED FIFTY

3. **ADD ALTERNATE:**

- A. In areas indicated on drawings as WINDOW SYSTEM 2 - Remove existing opaque (spandrel) panels, replace with new insulated aluminum panels and seals.

1 Lump sum

Add Alternate Item A Price in writing:

\$ 208,000

TWO HUNDRED EIGHT THOUSAND DOLLARS

4. **BONDS**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

5. **ADDENDA**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: 4-23-2015

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

Addendum No. 2 dated: 4-28-2015

Addendum No. 3 dated: _____

6. UNIT PRICES

1. Foreman Hourly Rate

\$ 81.00 / hour

2. Painter Hourly Rate

\$ 58.00 / hour

3. Cost to remove damaged insulated glazing units and replace in kind.

\$ 50.00 / sf

4. Cost to remove repoint masonry mortar joints.

\$ 10.00 / lf

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

7. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- a. Anticipated Award: May 15, 2015
- b. Submission of all Submittals: 1 Week after Issuance of RIC PO
- c. Mobilize on Site: 1 Week after Issuance of RIC PO, subject to
blackout dates.
- d. Completion of Work dates. South Wall - August 15th - subject to blackout
dates.

Entire Project - August 28th, subject to
blackout dates. (Including Punch List &
Submission of Closeout Documentation)

8. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$500.00.

Solicitation #: 33491
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 05.05.15 _____

E.W. Burman, Inc

Name of Bidder



Signature in ink

Thomas M. Burman Secretary

Printed name and title of person signing on behalf of Bidder

10484

Bidder's Contractor Registration Number



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**DIVISION OF PURCHASES
INSTRUCTIONS TO BIDDERS
PUBLIC WORKS CONSTRUCTION (PWC)**

Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

Offer to Contract

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

Comprehensive Review and Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

Addenda

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

Prebid Conference

At the discretion of the Purchasing agent, a prebid conference – mandatory or nonmandatory – may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

Preparation of Bid Proposal

Bid proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

Submission of Bid Proposal

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island College
Purchasing Department, East Campus
600 Mt. Pleasant Avenue, Building #5
Providence, RI 02908

Bid proposals that are not received by the RIC Purchasing Department by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Purchasing Office. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

Bid Price

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

Bidder Certification Cover Form

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disk. The disk must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber_Bid Proposal Submission Deadline_BidderName_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a *read-only* CD-R media disk as the "public copy."*

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws§ 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws§ 37-2.5-3.

Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

Reservation of Rights

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the Division of Purchases and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

Payment and Performance Bonds

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

Prevailing Wages

For contracts priced under \$1 Million

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

For contracts priced \$1 Million or More

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Apprenticeship

if the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journeyperson ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at www.dlt.ri.gov/apprenticeship.

Occupational Safety

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

Substitutions

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

Licenses

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

Insurance

The successful bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax# 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	\$1 Million each occurrence (inclusive of both bodily injury and property damage)_ \$1 Million products and completed operations aggregate \$1 Million general aggregate

Comprehensive General Liability coverage shall include:

- Independent contractors
- Contractual (including construction "hold harmless" and other types of contracts or agreements in effect for insured operations)
- Completed operations
- Personal injury (with employee exclusion deleted)

Automobile Liability

Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	

Workers Compensation

Coverage B	\$100,000
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Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater
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Builder's Risk	Contract amount
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All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

Minority Business Enterprises

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at www.mbe.ri.gov or (401) 574-8670.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the 21-day period following the tentative letter of award. Information about this requirement is available at www.diversity.ri.gov/eo/eoophagehome.htm or (401) 222-3090.

Drug-Free Workplace

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

Sprinkler Impairment

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at www.purchasing.ri.gov.

Foreign Corporations

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and Electronic filing is available at www.elections.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

Binding Contract

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

Compliance with Terms of Contract

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.



Lincoln D. Choice
Governor
Charles J. Fogarty
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

STATE CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm.poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st, of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
ISH Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center Genend Complex
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Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: E.W. Burman, Inc

Title: Thomas M. Burman Secretary

[Handwritten Signature]

Subscribed and sworn before me this 15 day of May, 2015.

Ann M. Saccoccio
Notary Public
My commission expires: July 14, 2017



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§37-13-5 Payment for trucking or materials furnished-Withholding of sums due.-A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§37-13-7 Specification in contract of amount and frequency of payment of wages.

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2)) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. W. Burman, Inc.
33 Vermont Avenue, Warwick, Rhode Island 02888

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
350 Granite Street, Suite 1201, Braintree, MA 02184-3905

a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto
Rhode Island College, Purchasing Department, 600 Mt. Pleasant Ave., Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the amount
of the accompanying bid Dollars (\$ 5 % of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Solicitation #33491
Donovan Dining Center Exterior Window Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of May 2015




(Witness)

E. W. Burman, Inc., 

(Principal) (Seal)

SECRETARY

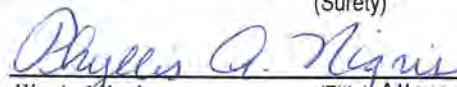
(Title)



(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety) (Seal)



Phyllis A. Nigris, (Title) Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223141

Certificate No. 006080253

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of Cranston, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of October, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of October, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of May, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.