State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number:	7549591A2
Solicitation Title:	RENOVATIONS TO CLARKE SCIENCE BIO-CHEMISTRY LAB ROOM 106-RIC - ADD #2 AND (1) ZIP FILE
Bid Proposal Submission Deadline Date & Time:	6/24/2015 10:00 AM
RIVIP Vendor ID #:	17579
Bidder Name:	Coletta Contracting Company, Inc.
Address:	83 Power Road Pawtucket , RI 02860 USA
Telephone:	(401) 727-1757
Fax:	(401) 727-1755
Contact Name:	Justin Coletta
Contact Title:	Vice-President
Contact Email:	justin@colettacontracting.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.

N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.

N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than $5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

Robert J. Coletta, President 83 Power Road, Pawtucket, RI 02860 - 100%

Justin J. Coletta, Vice President 83 Power Road, Pawtucket, RI 02860 - 0%

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.

Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.

Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.

Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.

Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.

Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

Y 7. 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 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: June 24, 2015

Coletta Contracting Co., Inc.
Name of Bidder

Signature in ink

Robert J. Coletta, President
Printed name and title of person signing on behalf of Bidder

Solicitation # 7549591
Solicitation Title: Clarke Science 106 Biochemistry Lab

BID FORM

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder: Coletta Contracting Co., Inc.
Legal name of entity
83 Power Road Pawtucket, RI 02860
Address (street/city/state/zip)
Justin J. Coletta — justin@colettacontracting.com
Contact name — Contact email
401-727-1757 — 401-727-1755
Contact telephone — Contact fax

Project: Clarke Science 106 Biochemistry Lab
Rhode Island College
600 Mount Pleasant Ave
Providence, RI 02908

1. 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 Allowances, Bonds, and Addenda)*:

$ Four Hundred Thirteen Thousand Three Hundred & 00/100------$413,300.00
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Solicitation # 7549591
Solicitation Title: Clarke Science 106 Biochemistry Lab

- **Bonds**

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

- **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: 6/11/2015

  Addendum No. 2 dated: 6/17/2015

2. ALTERNATES (*Additions/Subtractions* to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

Description of Alternate No. 1:

X Add ____ Subtract Alternate No. 1: Additional casework and counter top in the Prep Room.

Solicitation #7549591
Solicitation Title: Clarke Science 106 Biochemistry Lab

$ Five Thousand & 00/100----------$5,000.00
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Description of Alternate No. 2

X Add ____ Subtract Alternate No. 2: Additional casework and counter top in the Laboratory.

$ Four Thousand & 00/100----------$4,000.00
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Description of Alternate No. 3:

____ Add X Subtract Alternate No. 3: Relocate existing projector to center on bench island/ center white board; provide and install new wiring and connection for new location.

$ One Thousand & 00/100----------$1,000.00
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No.1: Removal and installation of new sealant/ SF $ 40.00

Solicitation # 7549591
Solicitation Title: Clarke Science 106 Biochemistry Lab

4. CONTRACT TIME

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

- Start of construction: Date of PO Issuance
- Substantial completion: 135 Days after Date of PO Issuance
- Final completion: 160 Days after Date of PO Issuance

5. 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: $750.00.

Solicitation #7549591
Solicitation Title: Clarke Science 106 Biochemistry Lab

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: June 24, 2015

Coletta Contracting Co., Inc.
Name of Bidder

Signature in ink

Robert J. Coletta, President
Printed name and title of person signing on behalf of Bidder

RI-6165
Bidder's Contractor Registration Number

End of Bid Form

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Coletta Contracting Company, Inc.
83 Power Road
Pawtucket, RI 02860

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, IA 50321-1158
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
The State of Rhode Island Department of Administration
One Capitol Hill
Providence, RI 02908

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Renovations to Clarke Science Bio-Chemistry Lab Room 106 - Rhode Island College (Consisting of 3 Spaces and a Corridor)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of June, 2015.

(Witness)

(Witness)

Coletta Contracting Company, Inc.
(Principal) *(Seal)*

By:
(Title) President

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

By:
(Title) Craig H Meeker , Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Craig H Meeker; Timothy J Deffley

of Hartford and State of Connecticut their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION ($6,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of March, 2015.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 23rd day of March, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June, 2015.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Coletta Contracting Company, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
83 Power Road

Requester's name and address (optional)

City, state, and ZIP code
Pawtucket, Rhode Island 02860

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
0 5 – 0 5 1 5 9 4 9

Part II 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: (a) I am exempt from backup withholding, or (b) 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 (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Robert J Coletta **Date ▶** June 24, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.