DIVISION OF ADMINISTRATION AND FINANCE

PURCHASING DEPARTMENT

10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uri.edu/purchasing



BID/PROPOSAL

COMMODITY:	PARKING TECHNOLOG	GY IMPROVEMENTS			_ DATE: _	9/22/2023
FORMA	AL BID NO.	PUBLIC	BID NO.	101304	_	
BIDS ARE TO BE	RECEIVED IN URI PURCHA	ASING DEPARTMENT I	BY: DATE:_	10/20/2023	_ TIME: _	1:00 PM Eastern Time
BUYER: ANDRI	EA TURANO/rlc	SURETY REQUI	RED: YES:_	X	NO:	
PRE-BID/PROP	OSAL CONFERENCE:	DATE: 9/29/2	023 TIME: _	9:30 AM	_	
LOCATION:	MANDATORY: FINE ARTS - 105 UPPER	YES:COLLEGE RD., KING	NO: STON, RI 028	X		
Questions concerning this solicitation must be received by: Questions are to be submitted in a Microsoft Word document to: URIPurchasing@uri.edu Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the internet as an addendum to the bid. It is the responsibility of all intrested parties to download this information. For Bid Solicitation Information visit: http://web.uri.edu/purchasing/bid-information/ STATEMENT REGARDING COVID-19 Effective immediately, we are suspending all in-person public bid openings until further notice. Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please vis following site at the scheduled bid opening date and time: * URL: https://univofri.webex.com/meet/uripurchasing						
	No offer will be conside University of Rhode Isla completed and signed by	and Bidder Certificat				
COMPANY NAME STREET AND NUI CITY, STATE & ZI		ain Ave				
Peter Calcagn	i - Project Executive			33-2550		
)		° 10/00/0000		ne Number/Facsir		
Signature		10/20/2023 Date	Pcalcage E-mail a	gni@manafo	rt.com	
· John			D-Mail a	441033		

University of Rhode Island Bidder Certification Form Board of Trustees Procurement Regulations

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. 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.

Rules for Submitting Offers

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 University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that 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, 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 University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI 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.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island 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 reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP 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.

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 University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

ALL PRICES QUOTED ARE FOB DESTINATION.

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.

PREVAILING WAGE, 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.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University 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 the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made the 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 University's sole option.

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.

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

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, 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 by the University of Rhode Island Purchasing Office PRIOR to delivery.

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 the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND 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 the URI Board of Trustees Regulations and General Terms and Conditions of Purchase.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or 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.

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.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the 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/University of Rhode Island.

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

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 Risk Management Office at the University of Rhode Island.

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 State of Rhode Island Procurement Regulation 5.11 at: https://ridop.ri.gov/about-us/procurement-statutes-and-regulations

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SECTION 2 – 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 any 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 Yes, then provide details below.
N 2 State whether your company, or any 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 Yes, then provide details below.
Y 3 State whether your company or any 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 Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then 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. If Yes, then provide details below.
IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.
Disclosure 3: Manafort was out of compliance with water discharge on one of our past projects.
SECTION 3 - OWNERSHIP DISCLOSURE Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.
If the vendor is privately held, the vendor shall provide ownership information below. List each officer, director, manager, stockholder, member, partner, or other owner or principle 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 Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.
If the company is publicly held, the vendor 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 vendor; otherwise, complete ownership disclosure is required. See attached sheet

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SECTION 4 - 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 VENDOR CERTIFIES THAT:

Y 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 2 I/we acknowledge that, in accordance with (1) 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," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations 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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 4 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 University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

 \underline{Y} 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and the URI Board of Trustees Regulations apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 8 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.

N 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:

 \underline{Y} 10 l/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1-8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION 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 where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name; Manafort Brothers Inc.	7		
Vendor's Signature: (Person Authorized to enter into contracts; signature must be	Bid Number:_	101304 (if applicable)	_Date: 10/20/2023
Peter Calcagni - Project Executive Print Name and Title of Company official signing offer		(ii applicable)	

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MANAFORT BROTHERS INCORPORATED DIRECTORS /OFFICERS/OWNERS

David Manafort

Brian K. Barrett

Jason Manafort
Uwnership: 25%

Chief Financial Officer

Ownership:

Res:

Bus:

Director, Secretary/Treasurer

149 Linden Drive

Kensington, CT 06037

414 New Britain Ave. Plainville, CT 06062

25%, 25% Voting Stock

office marketing everywhere the many of proposite subtries

James A. Manafort, Jr. Director, President

Ownership: 22.6%, 25% Voting Stock

Res: 77 Mountain Spring Rd.

Farmington, CT 06032

Bus: 414 New Britain Ave. Plainville, CT 06062

Justin A. Manafort Sr.

Director, Executive Vice President 25%, 25% Voting

Ownership:

Res:

33 Lena Avenue

Plainville, CT 06062

Bus: 414 New Britain Ave

Ownership:

Res:

Bus:

18 Ridgeview Drive Res:

Ellington, CT 06029

12 Northeast Road Farmington, CT 06032

414 New Britain Ave

Plainville, CT 06062

0%

Plainville, CT 06062 414 New Britain Ave. Bus: Plainville, CT 06062

Senior Vice President

Ownership:

Res:

216 Watch Hill Road

Berlin, CT 06037

Bus: 414 New Britain Ave.

Plainville, CT 06062

Nicholas Manafort 2.4%

Ownership:

112 Laurel Court Res:

Plainville, CT 06062

Bus: 414 New Britain Ave

Plainville, CT 06062

Standard Contract Documents – URI Bid University of Rhode Island Parking Technology Project No. K.C.T.PARK.2023.001

Solicitation #: 101304 - REVISED

Solicitation Title: PARKING TECHNOLOGY IMPROVEMENTS

BID FORM

To:

University of Rhode Island, Purchasing Department

10 Tootell Road, Kingston, RI 02881

Project:

Parking Technology Improvements, University of Rhode Island

Bidder:

Manafort Brothers Inc.

Legal name of entity

414 New Britain Ave, Plainville, CT 06062

Address

Peter Calcagni Pcalcagni@manafort.com

Contact name Contact email

401-333-2550 401-333-2551

Contact telephone Contact fax

BASE BID PRICE

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

\$ 843,000.00

(Base Bid Price in figures printed electronically, typed, or handwritten legibly in ink)

Eight Hundred & Forty Three Thousand Dollars & Zero Cents

(Base Bid Price in words electronically, typed, or handwritten legibly in ink)

Solicitation Title: PARKING TECHNOLOGY IMPROVEMENTS

Contractor shall provide, as a separate attachment, a separate breakdown of price for each of the parking lots in the bid documents as follows:

- 1. Plains Road North Lot (Alternate #2)
- 2. Fine Arts North Lot
- 3. Briar Lane
- 4. Alumni Center Lot
- Green Hall
- 6. Tootell Road North Gate (Alternate #1)

ALLOWANCES

If any portion of an allowance is not used, owner will keep remaining funds. The Base Bid Price <u>includes</u> the costs for the following Allowances as defined in Specification Section 01 2010:

- Allowance No. 1 Trench Rock Excavation as specified in Section 310000 EARTHWORK Part 4.
 - \$25,000 The Unit Price for Trench Excavation rock removal as specified in Section 310000 EARTHWORK shall not exceed \$220.00 per cubic yard.
- 2. Allowance No. 2 Unanticipated Unsuitable Soils as specified in Section 310000 EARTHWORK Part 4.
 - \$10,000 The Unit Price for unanticipated unsuitable soil materials removal as specified in Section 310000 EARTHWORK shall not exceed \$50.00 per cubic yard.
- 3. Allowance No. 3 Additional curbing, paving, and utility routing.
 - a. \$50,000
- 4. Allowance No. 4 Miscellaneous Electrical/Telecommunications.
 - a. \$25,000

BONDS

The Base Bid Price <u>includes</u> 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 <u>includes</u> the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated	10/4/23
Addendum No. 2, dated	
Addendum No. 3, dated	

Solicitation Title: PARKING TECHNOLOGY IMPROVEMENTS

2. ALTERNATES:

We proposed to modify the above Bid Sum by the following amount(s) as identified by (a) numbered Alternates(s) specified in Section 012010 of the Specifications, as may be selected by the Owner.

Add Alternate No. 1 - Tootell Road North Gate

Add: One Hundred & Thirty One Thousand Dollars & Zero Cents (\$ 131,000.00

Add Alternate No. 2 – Plains Road North Lot

Add: Nine Hundred & Forty Four Thousand Dollars & Zero Cents (\$ 944,000.00

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 <u>all</u> costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Refer to Specification 310000 – Earthwork for Unanticipated Unsuitable Soil removal, Bulk Excavation Rock removal, and Trench Excavation Rock removal Unit Prices and the Allowances section of this form for other specified Unit Prices.

	DESCRIPTION OF SERVICES	CONTRACTORS UNIT									
Unit Price No. 1	Install Concrete Sidewalk with Wire Mesh Reinforcing per Specification 321313 – Cement Concrete Pavement										
	Unit of Measurement: Cubic Yard	\$,	8	6	7		3	7
Unit Price No. 2	Install Hot Mix Asphalt in accordance with "HOT MIX ASPHALT PAVEMENT" detail and Specification 321217 – Hot Mix Asphalt										
	Unit of Measurement: Cubic Yard	\$,	7	3	0		8	6
Unit Price No. 3	Install Stamped Asphalt per Specification 321217 – Hot Mix Asphalt										
	Unit of Measurement: Square Foot	\$			7		3	3		0	0
					•				1		

Solicitation Title: PARKING TECHNOLOGY IMPROVEMENTS

Unit Price	Remove Trench Rock per Specification 310000 –	1								
No. 4	Earthwork									
	Unit of Measurement: Cubic Yards	\$,	3	2	5	. (0
Unit Price No. 5	Remove Unanticipated Unsuitable Soils per Specification 310000 – Earthwork									
	Unit of Measurement: Cubic Yard	\$,		3	3		5 8
		1								
Unit Price No. 6	Install LPR Camera Pole and Associated Infrastructure in accordance with the Bidding Documents									
	Unit of Measurement: Each	\$		3	,	1	3	5	. (0 0
Unit Price No. 7	Install Pole Base and Foundation in accordance with the Bidding Documents									
	Unit of Measurement: Each	\$		2	,	6	0	0		0 0
Unit Price No. 8	Install Type A Handhole in accordance with the Bidding Documents									
	Unit of Measurement: Each	\$		3	,	6	8	8		2 8
Unit Price No. 9	Install 4" PVC Schedule 40 Conduit in accordance with the Bidding Documents									
	Unit of Measurement: Linear Foot	\$,		4	1		9 5
Unit Price No. 10	Install 2" PVC Schedule 40 Conduit in accordance with the Bidding Documents									
	Unit of Measurement: Linear Foot	\$,		3	1		5 0
Unit Price No. 11	Install 1" Rigid Steel Conduit in accordance with the Bidding Documents									
	Unit of Measurement: Linear Foot	\$,	1	4	2		1 9
		_	_			_		_		

Solicitation Title: PARKING TECHNOLOGY IMPROVEMENTS

Unit Price No. 12	Install #4 CU. Wiring in accordance with the Bidding Documents								
	Unit of Measurement: Linear Foot	\$,		2	2	. 5	8
Unit Price No. 13	Install #8 CU. Wiring in accordance with the Bidding Documents				,			'	
	Unit of Measurement: Linear Foot	\$,		1	į	. 7	6
Unit Price No. 14	Install #10 CU. Wiring in accordance with the Bidding Documents								
	Unit of Measurement: Linear Foot	\$,		1		. 4	3
Unit Price No. 15	Install Nema-3R 12"x12"x6" DP Galvanized Gasketed Pull Box in accordance with the Bidding Documents								
	Unit of Measurement: Each	\$	1	,	9	8 0)	. 0	0
Unit Price No. 16	Install L5F Fixed LPR Cameras with Sun Shield, Cable, and Pole-mounted bracket in accordance with the Bidding documents								
	Unit of Measurement: Each	\$	6	,	8	7	5	. 0	0
Unit Price No. 17	Install Camera Communications Box in accordance with the Bidding Documents								
	Unit of Measurement: Each	\$,	8	2 5	7	. 0	0
Unit Price No. 18	Install Category 6a Cabling in accordance with the Bidding Documents								
	Unit of Measurement: Linear Foot	\$		7		4	Ļ	. 9	5
Unit Price No. 19	Install Wayfinding Parking Lot Identification Sign with LED Display Sign in accordance with the Bidding Documents								
	Unit of Measurement: Linear Foot	\$ 2	8	,	0	0	0	. (0 0
	DO 000001			_	_		_		

Solicitation Title: PARKING TECHNOLOGY IMPROVEMENTS

4. CONTRACT TIME

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

- Substantial Completion.....September 1, 2024
- Final Completion December 31, 2024

The Final Completion date for Work shall be within 396 calendar days of the Purchase Order from the Division of Purchases.

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 <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: <u>Five Hundred Dollars (\$500.00)</u> per day.

BID FORM SIGNATURE(S)

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: _	10/20/2023	Manafort Brothers Inc.
		Name of Bidder
		Signature in ink
		Peter Calcagni - Manafort Brothers
		Printed name and title of person signing on behalf of Bidder
		" CO 20027
		_# GC-29097
		Ridder's Contractor Posistration Number

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 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
- 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 ADDENUM and understand my obligations as stated above.

Зу:	Peter Calcagni
ritle: Project Exe	cutive
Subscribed and swo	Notary Public My commission expires: 5/4/25
	REMI PAUL LUSSIER Filary Public, State of Rhode Island Commission # 766969



CONTRACTORS' REGISTRATION AND LICENSING STATE OF RHODE ISLAND BOARD



560 Jefferson Blvd. Warwick, RI 02886

BE IT KNOWN THAT

Nicholas Manafort

of MANAFORT BROTHERS INCORPORATED

has met the requirements of the law and has been granted this certificate of registration as a

Residential/Commercial Contractor

IN THE STATE OF RHODE ISLAND

Registration Number

GC-29097

9

Issue Date

November 3, 2022

Expiration Date

November 3, 2023

James Cambio Building Code Commissioner

Thomas E. Furey, Chair Contractors' Registration and Licensing Board

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Manafort Brothers Incorporated 414 New Britain Avenue

Plainville, CT 06062

OWNER:

(Name, legal status and address)

The University of Rhode Island

10 Tootell Road, Suite 3

Kingston, RI 02881

BOND AMOUNT: \$ 5%

SURETY:

(Name, legal status and principal place of business)

Western Surety Company 151 N. Franklin Street

Chicago, IL 60606

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.

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Parking Technology Improvements, University of Rhode Island, Solicitation # 101304

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 will statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be as a statutory bond and not as a common law bond.

Signed and scaled this

20th

day of October, 2023

Manafort Brothers Incorporated (Principal)

(Surety)

(Tille) James A. Manafort, Jr. Western Surety Company

(Title) Kathleen M. Coen

Attorney-in-Fact

Presidem

Surety Phone No.

312-822-5000

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen M. Coen, Individually

of Farmington, CT its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Bid Bond

Principal: Manafort Brothers Incorporated
Obligee: The University of Rhode Island

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.

WESTERN SURETY COMPANY



Larry Kasten Vice Presiden

State of South Dakota
County of Minnehaha

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
WE SOUTH DAKOTA

M. Bent. Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of October , 2023.



WESTERN SURETY COMPANY

J. Relson
L. Nelson, Assistant Secretar

Form F4280-4-2023

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

WESTERN SURETY COMPANY

Sioux Falls, South Dakota Statement of Net Admitted Assets and Liabilities December 31, 2022

ASSETS

<u>ASSETS</u>		
Bonds Stocks Cash, cash equivalents, and short-term investments Receivables for securities Investment income due and accrued Premiums and considerations Amounts recoverable from reinsurers Current federal and foreign income tax recoverable and interest thereon Net deferred tax asset Receivable from parent, subsidiaries, and affiliates Other assets Total Assets	\$	1,963,735,416 16,356,743 842,484 50,000 18,288,449 58,660,094 31,089,427 - 16,569,622 - 1,385 2,105,593,621
LIABILITIES AND SURPLUS		
Losses Loss adjustment expense Commissions payable, contingent commissions and other similar charges Other expenses (excluding taxes, license and fees) Taxes, License and fees (excluding federal and foreign income taxes) Federal and foreign income taxes payable Unearned premiums Advance premiums Ceded reinsurance premiums payable (net of ceding commissions) Amounts withheld or retained by company for account of others Provision for reinsurance Payable to parent, subsidiaries and affiliates Payable on security transactions Other liabilities Total Liabilities	\$	191,034,021 52,287,429 12,200,032 - 3,809,360 6,216,918 288,685,277 7,968,584 6,756,776 9,359,697 280,055 10,262,438 - 149,612 589,010,150
By Oulie Her.	iber 31 e condi SURE	, 2022, as filed

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires: §

"OFFICIAL SEAL"
YOLANDA JIMENEZ
Notary Public, State Of Illinois
My Commission Expires 09/24/2025
Commission No. 542/40

By Yolanda Jimonoz

Notary Public



24 Martin Street, Cumberland, RI 02864
P: 401.333.2550 F: 401.333.2551 W: Manafort.com

November 28th, 2023 Andrea (Turano) Boucher University of Rhode Island 10 Tootell Road Kingston, RI 02881

Bid 101304 - Parking Technology Improvements – Location Breakout Pricing

Manafort Brothers Inc. is pleased to provide our pricing breakout for the 6 parking lot locations included in the bid.

- 1. Plains North Road (Alternate 2) \$944,000.00
- 2. Fine Arts North Lot \$356,000.00
- 3. Briar Lane \$78,000.00
- 4. Alumni Center Lot \$146,000.00
- 5. Green Hall \$153,000.00
- 6. Tootell Road North Gate (Alternate 1) \$131,000.00

Allowances Carried (Not included in breakouts above) - \$110,000.00 (Per Bid Form Sheet 00 0410-2)

Very Truly Yours,

Remi Lussier

Remi Lussier Manafort Brothers Inc.