State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7461369A4
Bid/RFP Title:	REPLACEMENT OF GENERATORS AT THE LINCOLN CAMPUS OF CCRI (3 PGS)
Opening Date & Time:	5/8/2013 10:30 AM
RIVIP Vendor ID #:	20688
Vendor Name:	Rossi Electric Company Inc.
Address:	65 Western Industrial Dr.
	Cranston , RI 02921
	USA
Telephone:	(401) 943-5894
Fax:	(401) 464-6048
E-Mail:	vrossi@rossielectric.com
Contact Person:	Vincent A. Rossi
Title:	President
R.I. Foreign Corp #:	

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all *public works project* related bids or proposals exceeding FIVE HUNDRED THOUSAND ($500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND ($500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND ($500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed FIVE HUNDRED THOUSAND ($500,000) DOLLARS and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 – REQUIREMENTS

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.

Section 2.1 - RULES FOR SUBMITTING OFFERS

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 State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover 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 (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (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 RI 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: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases 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 Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP 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 State 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, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. 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 State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State 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. PRICES QUOTED ARE 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 vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars ($1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State 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 using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. 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.

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 State'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 State) 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 the RI Division of Purchases, 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 Division of Purchases 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 the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE 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. The Regulations, General Terms and Conditions are incorporated into all state 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 Program Website (www.purchasing.ri.gov).

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. Pub.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 the 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 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 within the previous five (5) years. If so, 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 so, then provide details below.

N 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 so, then provide details below.

Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer 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 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 Rhode Island State 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 State 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 State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10. I/we acknowledge that I/we understand the State's 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 Website (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. NEW REVISED REQUIREMENT* - IMPORTANT!!! I/we hereby acknowledge that I/we understand that EFFECTIVE JANUARY 1, 2013 all *public works project* related bids or proposals exceeding FIVE HUNDRED THOUSAND ($500,000) DOLLARS, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of FIVE HUNDRED THOUSAND ($500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive.

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at www.purchasing.ri.gov .

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 YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4–12 OF 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. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.) Date 5/8/13

VINCENT ROSSI PRESIDENT Print Name and Title of company official signing offer

BID BOND

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

CONTRACTOR:
(Name, legal status and address)
ROSSI ELECTRIC COMPANY, INC
65 WESTERN INDUSTRIAL DRIVE
CRANSTON, RI 02921

SURETY:
(Name, legal status and principal place of business):
BERKLEY REGIONAL INSURANCE COMPANY
11201 DOUGLAS AVENUE
URBANDALE, IA 50322

OWNER:
(Name, legal status and address)
STATE OF RHODE ISLAND DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02908

BOND AMOUNT: $ FIVE PERCENT (5%) OF THE ATTACHED BID DOLLARS

PROJECT:
(Name, location or address, and Project number, if any)
GENERATOR REPLACEMENT
COMMUNITY COLLEGE OF RHODE ISLAND - FLANAGAN CAMPUS
LINCOLN, RI; RFQ NO. 7461369

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 requirements 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 1st day of May , 2013 .

(Witness)

(Witness) ELISA CARDONE

ROSSI ELECTRIC COMPANY
(Principal) (Seal)

VINCENT A. ROSSI, PRESIDENT
(Title)

BERKLEY REGIONAL INSURANCE COMPANY
(Surety) (Seal)

(Attorney-in-Fact) BRIAN M. ROSSI

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Brian M. Rossi, Robert G. Padula, Christopher A. Iannotti, Richard A. Padula, Joseph J. Padula, Christopher A. Plympton, Judith A. Briggs or Elisa Cardone of Gencorp Insurance Group, Inc. of E. Greenwich, RI*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"**RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9 day of March, 2012.

Attest:

(Seal)

By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9 day of March, 2012, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 1st day of MAY, 2013.

(Seal)

_____
Andrew M. Tuma

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

00 41 00 - BID FORM

ARTICLE 1 – Bid Recipient

1.1 This Bid is submitted to:

STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
ONE CAPITAL HILL
PROVIDENCE, RHODE ISLAND 02908
401-277-2317

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – Bidder's Acknowledgements

2.1 This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – Bidder's Representations

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
ONE	4-9-2013
TWO	4-23-2013
THREE	4-29-2013
FOUR	5-1-2013

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

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D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on:

1. the cost, progress, and performance of the Work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and

3. Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – Bidder's Certification

4.1 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity, and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – Basis Of Bid

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price.

BASE BID PRICE

EIGHT HUNDRED NINTY ONE THOUSAND DOLLARS.

($891,000.00)

(use words) (figures)

5.3 The above price includes all labor, materials, tools, equipment, overhead, profit, insurances, etc. to cover the finished work of the several kinds called for.

ARTICLE 6 – Time Of Completion

6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

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ARTICLE 7 – Attachments To This Bid

7.1 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: AC3343 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and

G. Required Bidder Qualification Statement with Supporting Data;

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ARTICLE 8 – Bid Submittal

If Bidder is:

AN INDIVIDUAL

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A PARTNERSHIP

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CORPORATION

Corporation Name: Rossi Electric Co., INC (SEAL)

State of Incorporation: RI

Type (General Business, Professional, Service, Limited Liability): Electrical Contractor

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Vincent A. Rossi

Title: President

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Date of Qualification to do business in RI is 2/1/1993

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A JOINT VENTURE

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 65 Western Industrial Dr
Cranston, RI 02921

Phone No.: (401) 946-8806 FAX No.: (401) 946-8836

E-mail: vrossi@rossielectric.com FAX No.: _____

SUBMITTED ON May 8, 20 13.

State Contractor License No. AC 3343

END OF DOCUMENT

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NON-COLLUSION AFFIDAVIT OF BIDDER

State of: RI

County of: Providence, SS)

Vincent A. Rossi; being first duly sworn, deposes and says that:

1) He is (owner, partner, officer, representative or agent) of Rossi Mortic Co, Inc, the Bidder that has submitted the attached Bid:

2) He is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.

5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: President

Subscribed and sworn before me this 8th day of May, 20 13.

Notary Public: _____

My Commission expires, 2014 March 31.

RI SOS Filing Number: 201310923340 Date: 02/05/2013 1:09 PM

State of Rhode Island and Providence Plantations
Office of the Secretary of State

Fee: $50.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

Business Corporation Annual Report

Filing Period: January 1 - March 1

In accordance with R.I.G.L. 7-1.2-1501(e), each corporation failing or refusing to file its annual report within thirty (30) days after the time prescribed by law (R.I.G.L. 7-1.2-1501 (c&d)) is subject to a penalty fee of $25.00.

ANNUAL REPORT YEAR: 2013

1. Corporate ID No. 000075497

2. Name of Corporation Rossi Electric Co., Inc.

3. Street Address Principal Business Office:

No. and Street: 65 WESTERN INDUSTRIAL DRIVE, UNIT D
City or Town: CRANSTON State: RI Zip: 02921 Country: USA

4. Business Phone No.

401-946-8866

5. State of Incorporation

State: RI

6. Brief Description of the Character of Business Conducted in Rhode Island

TO DO ELECTRICAL CONTRACTING WORK.

7. Names and Addresses of the Officers and Directors:

All officers and directors must be listed. If officers and/or directors have been elected, the title Incorporator is no longer applicable; please delete.

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	VINCENT A. ROSSI III	65 WESTERN INDUSTRIAL DRIVE, UNIT D CRANSTON, RI 02921 USA
TREASURER	VINCENT A. ROSSI III	65 WESTERN INDUSTRIAL DRIVEV, UNIT D CRANSTON, RI 02921 USA
SECRETARY	JOHN P. CIACCIARELLI	25 LILAC CIRCLE CRANSTON, RI 02920 USA
VICE PRESIDENT	PAUL J. SCOTTO	141 GIDEON LAWTON LANE PORTSMOUTH, RI 02871 USA

0-5005-0

8. Shares Authorized and Issued

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares *Number of Shares*	Total Issued and Outstanding *Num of Shares*
STK		$0.0000	1,000.00	500

9. This report must be executed on behalf of the corporation by an authorized representative. If the corporation is in the hands of a receiver or trustee, this report must be executed on behalf of the corporation by the receiver or trustee.

Signed this 5 Day of February, 2013 at 1:16:48 PM. *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-1.2.*

By VINCENT A. ROSSI, III
Signature of Authorized Representative of the Corporation

PRESIDENT
Title

This report cannot be accepted for filing if an officer has executed the form and he/she is not listed in section 7.

Form No. 630
Revised 09/07

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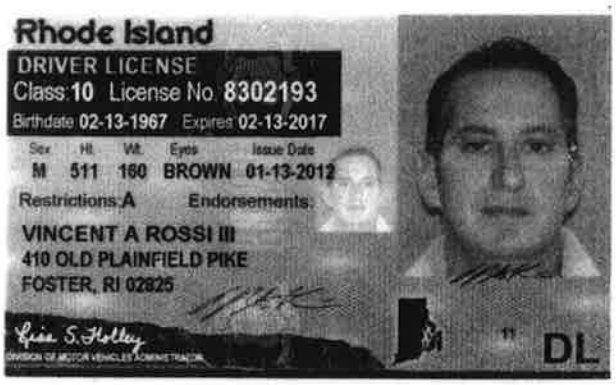

Rhode Island Department of Labor and Training
Division of Workforce Regulation and Safety

ELECTRICAL CORP AC003343
A-003343 B-010341
ROSSI ELEC CO INC

VINCENT A ROSSI
65 WESTERN INDUSTRIAL DRIVE
CRANSTON RI 02921

Ronald R. Mathieu
Administrator

~~02/28/2015~~
Expiration Date

ROSSI ELECTRIC COMPANY, INC.

Project Approach

President: Vincent A. Rossi
Vincent has over twenty years of experience in the commercial/residential electrical trade. Experience in projects ranging from $100,000.00 to $40M. Proficient in Design Build, Estimating and Project Scheduling. Responsible for oversight of all corporate matters.

Vice President: John Ciacciarelli
John has over twenty years of experience in the construction environment. Experience in projects ranging from $100,000.00 to $40M. Proficient in Cost Accounting and project scheduling. Oversee all financial & contractual aspects of projects.

Project Manager/Estimator: John McDonough
John has over twenty years of experience in the commercial electrical trade. Experience in projects ranging from $100,000.00 to $20M. Proficient in CAD, Estimation and project scheduling.
Responsible for assigning manpower, purchasing materials & equipment and any misc. items necessary to keep the project ahead of schedule.

Project Manager/Estimator: Anthony Marchetti

Anthony has over twenty years of experience in the traffic signal installation. Experience in projects ranging from $100,000.00 to $5M. Proficient in CAD, Estimation and project scheduling. Responsible for purchasing materials & equipment and any misc. items necessary to keep projects ahead of schedule

Project Manager/Estimator: David Principe

David has over twenty years of experience in the commercial electrical trade. Experience in projects ranging from $100,000.00 to $10M. Proficient in CAD and project scheduling.

Project Superintendents: Rudy Branca, Bobby Hopkins & Jeff St. Germain

Rudy has over twenty years of experience in the commercial electrical trade. Experience in projects ranging from $500,000.00 to $6M. Rudy oversees an average work crew of fifteen (15) electricians for all electrical aspects at Providence College, Providence, RI.

Bobby has over twenty years of experience in the commercial electrical trade. Experience in projects ranging from $500,000.00 to $6M.

Jeff has over twenty-five years of experience in the commercial electrical trade. Experience in projects ranging from $500,000.00 to $6M.

A.) All Rossi Electric employees are committed fully to all projects from the inception to its completion. Project Managers can be reached after hours on their cell phones if needed.

B.) Rossi Electric will perform the complete electrical portion of work for any projects, which includes power, lighting, fire alarm and communication and data raceways.

C.) Rossi Electric always coordinates with its vendors to note any large lead items.

ROSSI ELECTRIC COMPANY, INC.

65 Western Industrial Drive
Cranston, RI 0921
(401)-946-8866 *** (401)-946-8836

GENERAL CONTRACTOR	CONTRACTOR	PHONE NUMBER	PROJECT	PROJECT SUMMARY	CONTRACT VALUE
CONSTRUCTION DIVISION					
Providence College Providence, RI	Mark Raposa	865-2064	**Campus Wide Maintenance**	**CURRENT**	All T&M work
Dimeo Construction Providence, RI	Steve Rutledge	401-781-9800	**FM Global - Data Center**	**COMPLETED**	$ 1,835,000.00
			FM Global - Site Utilities	**COMPLETED**	$ 225,000.00
			FM Global - Parking Garage	**COMPLETED**	$ 1,130,000.00
			CVS -2100 and DATA CENTER	**COMPLETED**	$ 15,014,000.00
			Kent Hospital	**CURRENT**	$ 560,000.00
			Providence College Ruane Ctr	**CURRENT**	$ 1,336,000.00
			Johnson & Wales Parking Garage	**CURRENT**	$ 1,151,000.00
Gilbane Building Co Providence, RI	John Sinnott	401-456-5800	**CVS Office Bldg Lot #3**	**COMPLETED**	$ 7,100,000.00
	Paul Tierney	401-456-5800	**VA Medical Hospital**	**COMPLETED**	$ 4,678,000.00
			Hasbro - Providence	**CURRENT**	$ 3,480,000.00
Nutmeg Companies Norwich, CT	Evert Gawendo	860-823-1780	**Esek Hopkins Armed Forces**	**COMPLETED**	$ 960,000.00
			RIANG Camp Fogarty Readiness Ctr	**COMPLETED**	$ 750,000.00
			Navy Bldg 688 & 689	**CURRENT**	$ 1,100,000.00
Shawmut Design & Construction Providence, RI	Justin W Deveau	401-752-6537	**Brown University Miller, Metcalf**	**CURRENT**	$ 2,232,000.00
			Warwick Schools Fire Alarm Upgrade	**CURRENT**	$ 148,000.00
			Johnson & Wales Univ. Admissions	**CURRENT**	$ 205,000.00
Nappa Construction Providence, RI	Steve Nappa	401-274-3917	**38 Studios Shell & Core**	**COMPLETED**	$ 3,310,000.00
Suffolk Construction Co Boston, MA	Jeffrey Gouveia	617-517-4349	**URI - College of Pharmacy**	**CURRENT**	$ 4,197,000.00
Anodyne Construction East Providence, RI	John Salzillo	774-451-5544	**New England Tech. Renovations**	**COMPLETED**	$ 2,863,000.00
			NEIT - South Wing	**COMPLETED**	$ 2,247,200.00
KBE Corporation Farmington, CT	Charles Juhasz	860-284-7479	**URI - Hillside Hall**	**COMPLETED**	$ 2,340,000.00
Manafort Brothers Inc. Plainville, CT	Robert Sullivan	860-445-5400	**Wickford Junction**	**CURRENT**	$ 1,474,050.00
Cutter Enterprises Vernon, CT	Patrick Dwyer	860 871-2839	**Navy Snr Enlisted Facility**	**CURRENT**	$ 600,000.00
Bacon Construction East Providence, RI	Mike Bahry	401-431-1200	**RI School of the Deaf**	COMPLETED	$ 1,590,000.00
Struver Bros Eccles & Rouse Baltimore, MD	Eliot Finn	410-749-5300	**Rising Sun Mills**	COMPLETED	$ 4,400,000.00
	Eliot Finn	226-1293	**ALCO & RI EDC**	COMPLETED	$ 1,476,000.00
			United Way	COMPLETED	$ 585,000.00
			Building 58	COMPLETED	$ 825,000.00
			Site Lighting	COMPLETED	$ 310,000.00
			Calander Mills	COMPLETED	$ 276,000.00
A.F. Lusi Construction Greenville, RI	Armond Lusi	232-1010	**URI - Lippitt Hall**	COMPLETED	$ 1,058,000.00
			CCRI - Providence	COMPLETED	$ 660,000.00
J&J Contractors Lowell, MA	Bimal Patel	978-452-9898	**RIANG Camp Fogarty**	COMPLETED	$ 2,425,000.00
H.V. Collins Company	Michael Dalio	421-4080	**RIPTA - Maintenance & Storage**	COMPLETED	$ 1,866,000.00

Bovis Lend Lease Boston, MA	Keith Clarke	617-780-9572	**Carnegie Towers**	COMPLETED	$	7,200,000.00
Dimeo Construction Providence, RI		781-9800	FADO'S Irish Pub Porte Cochre	COMPLETED COMPLETED	$ $	534,165.00 625,000.00
E. Turgeon Construction Cranston, RI	David Ducharme	943-0190	URI - Independence Hall	COMPLETED	$	1,025,000.00
Levesque Construction Kingstown, RI	Jackie	295-0903	**Fenner Hill Condominiums**	COMPLETED	$	1,020,000.00
Davenport Associates Providence, RI	Frank Gershkoff	640-8370	**Charlesgate Manor - North** Fire Alarm Upgrades	COMPLETED	$	769,000.00
J&J Contractors Lowell, MA	Bimal Patel	978-452-9898	Exeter Job Corp	COMPLETED	$	2,225,000.00
J&J Contractors Lowell, MA	Bimal Patel	978-452-9898	ANG Aerial Port & Security Bldgs	COMPLETED	$	1,465,000.00
Brewery Parkade Manchester, CT	Mike Sweeney	1-860-646-6555	Cranston Police Headquarters	COMPLETED	$	1,127,000.00
Consigli Construction Milford, MA	Mike Dupuis	1-508-473-2580	PC - Fitness Center	COMPLETED	$	685,000.00
Gilbane Building Co Providence, RI	Jason Agresti	228-7422	Bridgham School Fire Alarm Upgrades	COMPLETED	$	272,000.00
Gilbane Building Co Providence, RI	Gene Oakland	456-5800	Warwick Intermodal Temporary Service	COMPLETED	$	60,500.00
TPG Construction Cranston, RI	Marc Nouman	946-4600	Hilton Parking Garage	COMPLETED	$	122,750.00
MA Mortenson Minneapolis, MN	Tim McCoy	846-2910	Navy Research & Develop. Lab - P011	COMPLETED	$	695,000.00
Alhambra Building Company Warwick, RI	Rick Amaral	461-2090	Ralph Holden Comm Ctr RI College Bldg #9	COMPLETED COMPLETED	$ $	278,500.00 410,000.00
Pike Construction Rochester, NY	Mike Nicosia	1-585-271-5256	Walmart - Providence	COMPLETED	$	1,145,000.00
Lincoln Housing Authority Lincoln, RI			Lincoln Housing Fire Alarm Upgrades	COMPLETED	$	785,000.00
Davenport Associates Providence, RI	Frank Gershkoff	640-8370	Charlesgate Manor Fire Alarm Upgrades	COMPLETED	$	1,454,000.00
RI Resource Recovery Johnston, RI	Bill Jasparro	942-1430	RI Resource Recovery Recovermat Primary Power	COMPLETED COMPLETED	$ $	1,421,070.00 290,500.00
Whiting Turner Contracting Somersett, NJ	Beth Leslie	846-4200	Child Development Ctr	COMPLETED	$	704,000.00
	Larry Geisendaffer	410-337-2354	JC Penney - PPM	COMPLETED	$	785,000.00
EW Burman Inc Warwick RI	Ed Burman	738-5400	RI DOT Facility Hilton Garden Hotel	COMPLETED COMPLETED	$ $	565,000.00 1,100,000.00
Capstone Building Birmingham, AL	Steve Smith	203-874-4357	Johnson & Wales Student Housing	COMPLETED	$	2,300,000.00
Zion Bible Institute Barrington, RI	Terry Deffenbaugh	246-0900	Zion Campus Fire Alarm Upgrades	COMPLETED	$	534,165.00
Cathedral Construction Providence, RI	Gary Beaune	640-8453	Rumford Towers Fire Alarm Upgrades	COMPLETED	$	692,687.00
Town of Barrington Barrington, RI			Barrington Middle School Fire Alarm Upgrades	COMPLETED	$	197,000.00
RI College North Providence, RI	John Vickers	456-8525	RI College Gaige Hall Fire Alarm Upgrades	COMPLETED	$	290,000.00
State of RI Purchasing Providence, RI		222-2000	Donald Price Facility Fire Alarm Upgrades	COMPLETED	$	343,000.00
State of RI Purchasing Providence, RI		222-2000	RI College - Clarke Science Fire Alarm Upgrades	COMPLETED	$	160,664.00

ROSSI ELECTRIC COMPANY, INC.

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Cranston, RI 0921
(401)-946-8866 *** (401)-946-8836

GENERAL CONTRACTOR	CONTRACTOR	PHONE NUMBER	PROJECT	PROJECT SUMMARY		CONTRACT VALUE
TRAFFIC SIGNAL DIVISION						
RIPTA 705 Elmwood Avenue Providence, RI	Mike McGrane	401-784-9500	**RIPTA Transit Signals**	**CURRENT**	$	962,000.00
State of Rhode Island Dept of Transportation Providence, RI	Wayne Gablinske	265-8347	**CT-099 Signal Installation**	**CURRENT**	$	1,098,000.00
S&R CORP Canton, MA	Michael Moraites	781 401-2525	**Pawtucket River Bridge**	**CURRENT**	$	1,925,000.00
LAL CONSTRUCTION Fall River, MA		508-676-3962	**Hope Street, RTE 114**	**CURRENT**	$	349,239.00
City of Pawtucket Pawtucket, RI	Michael Wilcox	724-5200	**Energy Efficiency Signal Installation**	**CURRENT**	$	72,588.00
City of Providence DPW Providence, RI	Tony Doddio	215-4753	**Angell/Waterman Street Signal Installation - Phase II**	**COMPLETED**	$	636,500.00
			Fagnoli Field Lighting	**COMPLETED**	$	110,000.00
Brown University Providence, RI	Steven Phillips	863-7728	**Angell/Waterman Street Signal Installation - Phase I**	**COMPLETED**	$	523,000.00
City of Pawtucket Pawtucket, RI	Michael Wilcox	724-5200	**Energy Efficiency Signal Installation**	**COMPLETED**	$	194,632.00
			Lighting Upgrades	**CURRENT**	$	70,000.00
State of Rhode Island Dept of Transportation Providence, RI	Wayne Gablinske	265-8347	**CT-079 Signal Installation**	**COMPLETED**	$	831,440.00
Cardi Corporation Warwick, RI		739-8300	**CT-025 Rte 99 Signals**	**CURRENT**	$	27,347.00
			CH-047 Rte 195 Demolition	**COMPLETED**	$	66,000.00
			Intersection - Green & Valley	**CURRENT**	$	91,000.00
			CH-043 Dexter Road	**CURRENT**	$	330,556.00
			Jwales Parking Lot	**COMPLETED**	$	108,110.00
DiGregorio Corporation Smithfield, RI	Rico DiGregorio	617-780-9572	**Dean Street Signal Installation**	**COMPLETED**	$	840,000.00
			FM Global - Intersection	**COMPLETED**	$	120,000.00
			Rte 44 Signal Installation	**COMPLETED**	$	99,010.00
JH Lynch & Sons Cumberland, RI		333-4300	**Traffic Loops**	**COMPLETED**	$	24,432.00
			Tucker Field	**COMPLETED**	$	25,826.00
			Dunns Corner Road	**CURRENT**	$	97,539.00
American Site Corp Johnston, RI	Raymond Grandchamp	647-4400	**CT-041 Pastore Center Signal Installation**	**COMPLETED**	$	97,475.00
New England Construction	Mike Burke	508-676-2111	**Traffic Intersection**	**COMPLETED**	$	137,144.27
Hartford Site Corporation Johnston, MA		942-8857	**CH-040 Signal Installation**	**COMPLETED**	$	126,691.00