

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

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

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

Solicitation Number: 7550142
Solicitation Title: RI CONTRACT 2016-CT-009 STATEWIDE LED RETROFIT PROJECT-LIMITED ACCESS HIGHWAYS(29 PGS&ZIP FILE)
Bid Proposal Submission Deadline Date & Time: 1/13/2016 1:00 PM
RIVIP Vendor ID #: 5781
Bidder Name: K Electric, Inc.
Address: 2646 Warwick Avenue
Warwick, RI 02889
USA
Telephone: (401) 739-6000
Fax: (401) 739-7606
Contact Name: David Kirk
Contact Title: President
Contact Email: DaveKelectric@aol.com

SECTION 2 —DISCLOSURES

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

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

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary): 2646 Warwick Ave. Warwick, RI 02889

David M. Kirk - President

Constance S. Kirk - Sr. Vice President

Corey R. Fontaine - Vice President

Julie A. Little - Secretary

David M. Kirk - Treasurer

SECTION 3 — CERTIFICATIONS

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

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

THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Solicitation #7550142

Solicitation Title: 2016-CT-009 Statewide LED Retrofit Project

BID FORM

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

Bidder: David M. Kirk
 Legal name of entity
2646 Warwick Ave. Warwick, RI 02889
 Address (street/city/state/zip)
David M. Kirk davekelectric@aol.com
 Contact name Contact email
401-739-6000 401-739-7606
 Contact telephone Contact fax

1. BASE BID PRICE (Sum Total of All Unit Prices)

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

ITEM CODE	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
T07.9901	Leotek Green Cobra (GC1-60F-MV-NW-2-GY-700-PCR7-WL)- 30 ft. Pole Replacement	Each	3531	342.00	1,207,602.00
T07.9902	Leotek Green King Cobra (GC2-120F-MV-NW-3-GY-700-PCR7-WL)- 40 ft. Pole Replacement	Each	1754	573.00	1,005,042.00
T07.9903	Cimcon Wireless Lighting Controller- with tilt sensor - including 10 years warranty, Service, Configuration & Communication costs	Each	3702	194.00	718,188.00
T07.9904	Cimcon Wireless Lighting Controller – without tilt sensor - including 10 years warranty, Service, Configuration & Communication costs	Each	1583	188.00	297,604.00
937.0200	Maintenance and Movement of Traffic Protection	LS	1	265,320.00	265,320.00
928.9901	Truck Mounted Attenuators with Truck Mounted Changeable Message Sign	PDAY	298	830.00	247,340.00
936.0110	Mobilization	LS	1	140,498.00	140,498.00
T07.9905	Wireless Controller Installation Training by LightSmart Energy Consulting, LLC	Each	1	11,450.00	11,450.00

Solicitation #7550142
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\$ 3,893,044.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

Three million eight hundred ninety three thousand forty four dollars
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- **Bonds**

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

- **Addenda**

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

All Addenda must be acknowledged.

Addendum No. 1 dated: None

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

Addendum No. 5 dated: _____

Addendum No. 6 dated: _____

- **ADDITIONAL REQUIRED FORMS (All Forms Included in Appendix E)**

Besides the ***RIVIP Bidder Certification Cover Sheet*** (as required at the State level and obtained through the RIVIP website), RIDOT also requires that the following **FIVE (5) FORMS** be completed and included in your submission package in line with federal regulations and departmental policy. These FORMS will be reviewed for completeness and at the point of award will be made part of contract document.

- **W-9 FORM:** Must be completed and signed by authorized agent of your Firm. **Form may be downloaded @ www.purchasing.ri.gov**

Solicitation #7550142

Solicitation Title: 2016-CT-009 Statewide LED Retrofit Project

- ✓ • **CERTIFICATION FOR TITLE VI ASSURANCE:** Shall be fully-completed and submitted accordingly.
- ✓ • **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS:** Shall be fully-completed and submitted accordingly.
- ✓ • **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – LOWER TIER COVERED TRANSACTIONS:** Shall be fully-completed and submitted accordingly.
- **ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT:** Shall be fully-completed and submitted accordingly.

Required Contract Provisions - The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed under the rules and regulations for carrying out the provisions of the Federal-Aid Highway Act, subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the required provisions for Federal - Aid Contracts, as provided for in Chapters 85, 86 and 88 of the Public Laws of Rhode Island, 1960.

Wages of labor on Federal -Aid Highway Projects - the prevailing rate of wages for laborers and mechanics employed by contractors or subcontractors on the initial construction of highway projects on the Federal - Aid Highway System, authorized under the Federal Highway Act of 1968, shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis - Bacon Act, under Decision Nos. 1 through 6 as applicable.

Prevailing wage rates and Davis - Bacon Wage Determination Reference Materials are available online at www.purchasing.ri.gov. It is advisable to print only the pages applicable to this bid; the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the contract resulting from this bid.

Work Hours Act of 1962 - This contract is subject to Work Hours Act of 1962, Public Law 87-581 and implementing regulations.

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

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

Check "Add" or "Subtract."

Solicitation #7550142
Solicitation Title: 2016-CT-009 Statewide LED Retrofit Project

___ Add ___ Subtract

\$ _____
(amount in figures printed electronically, typed, or handwritten legibly in ink)

(amount in words printed electronically, typed, or handwritten legibly in ink)

3. UNIT PRICES

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

Unit Price No. 1: _____ \$ _____

Unit Price No. 2: _____ \$ _____

Unit Price No. 3: _____ \$ _____

4. CONTRACT TIME

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

- Start of construction: upon NTP
- Substantial completion: August 7, 2016

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 amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State in accordance with State of Rhode Island Procurement Regulation 12.108.08.

Solicitation #7550142

Solicitation Title: 2016-CT-009 Statewide LED Retrofit Project

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: 1/13/16

K Electric Inc

Name of Bidder

David M. Kirk

Signature in ink

David M. Kirk

Printed name and title of person signing on behalf of Bidder

5781

Bidder's Contractor Registration Number

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David M. Kirk
Signature/Authorized Certifying Official

David M. Kirk, President
Typed Name and Title

K Electric, Inc.
Applicant/Organization

1/13/16
Date Signed

Dated: 6/27/2011

CERTIFICATION FOR TITLE VI ASSURANCE

I, David M. Kirk President a duly authorized representative of
(Name) (Title)
K Electric, Inc. do hereby certify that the organization affirmatively agrees to the provisions
(Company)

set forth below:

1. The Certificate.

For all contracts subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. part 2000d - 2000d4 (the Act) and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), prospective bidders shall be required to complete a Certification affirming compliance with the Act and the Regulations.

2. Certification.

By submission of a Proposal, each bidder and each person signing a Proposal subject to the Act and the Regulations certifies that the bidder shall affirmatively agree as follows:

(a) Compliance with Regulations:

The bidder shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department, 49 C.F.R. Part 21, as they may be amended from time to time.

(b) Nondiscrimination:

The bidder shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder of its obligations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.

(d) Information and Reports:

The bidder shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the bidder is in the exclusive possession of another who fails or refuses to furnish this information, the bidder shall so certify to the Department, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of the bidder's noncompliance with the nondiscrimination provisions, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) withholding of payments under the Contract until the bidder complies, and/or
- (2) cancellation, termination or suspension of the Contract, in whole or in part.

(f) Incorporation of Provisions:

The bidder shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The bidder shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the bidder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the bidder may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the bidder may request the United States to enter into such litigation to protect the interests of the United States.



**RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage**

General Contractor Apprenticeship Certification Form

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7550142
Bid/RFP Title: RI Contract 2016-CT-009 Statewide LED Retrofit Project Limited Access Highways (29 PGS & Zip File)

RIVIP Vendor ID#: 5781

Vendor Name: K Electric, Inc.

Address: 2646 Warwick Ave. Warwick, RI 02889

Telephone: 401-739-6000

Fax: 401-739-7606

E-Mail: julie_kelectric@verizon.net

Contact Person and Title: Julie Little - Office Manager

RI 02889

K Electric, Inc. 2646 Warwick Ave. Warwick (Company Name & Address) (hereafter

"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. Y Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Y Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. N Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. N Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

David M. Kirk President
 Printed Name and Title of Authorized Representative

David M. Kirk
 Signature of Authorized Representative

1/6/16
 Date

**Article IV:
Referral Procedure**

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**Article IX:
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**Article XII:
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ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If the JATC is unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks.

Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeymen Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

IBEW LU #99

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undergoing alterations, subways, tunnels and bridges under construction. State or Federal waters shall be performed by workmen employed under the terms of this Agreement.

Section 3.31. All overtime at a job or a shop shall be equally and impartially divided among the workmen on the job or at the shop.

Section 3.31. (a) Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

Section 3.31. (b) The Employer will not discriminate against any employee with regards to training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, creed, national origin, color, sex, age, political affiliation, or membership in any other lawful labor organization.

Section 3.32. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

IBEW LOCAL 99 Inside Construction Agreement Signature Page

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek, to negotiate substitute provisions which are in conformity with the applicable laws.

GENDER LANGUAGE

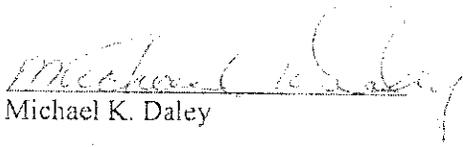
Whenever the male gender is used in the Agreement, the female gender is also intended.

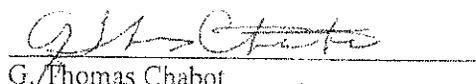
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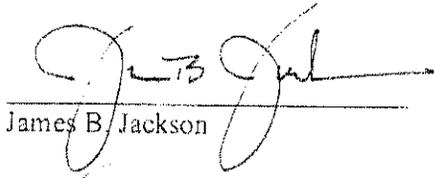
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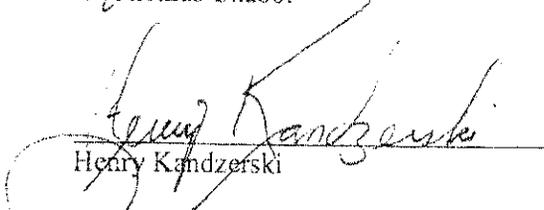
Local Union No. 99, IBEW

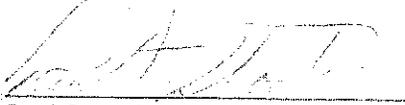
RI & Southeast Chapter, NECA

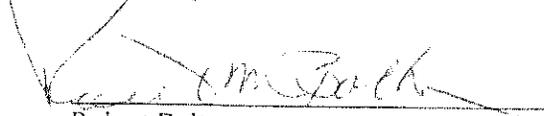

Michael K. Daley

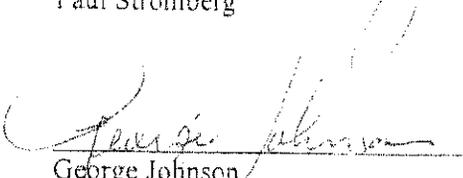

G. Thomas Chabot

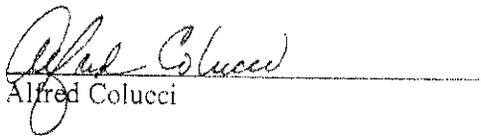

James B. Jackson

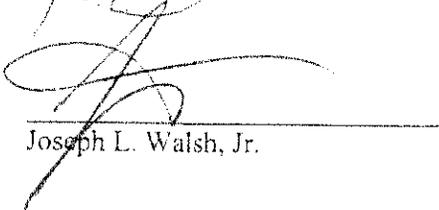

Henry Kandzierski

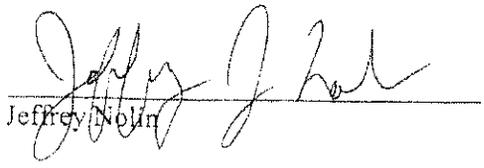

Paul Stromberg


Robert Bolton


George Johnson


Alfred Colucci


Joseph L. Walsh, Jr.


Jeffrey Nolin

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
K ELECTRIC INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2646 WARWICK AVE

6 City, state, and ZIP code
WARWICK, RI 02889

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

0	5	-	0	2	8	1	7	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ *John A. Lutter* Date ▶ 1/13/14

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

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

K Electric, Inc. _____ **ELECTRICAL CONTRACTOR**
2646 WARWICK AVENUE • WARWICK, RHODE ISLAND 02889
401-739-6000

Sol# 7550142
RI Contract 2016-CT-009
STATEWIDE LED RETROFIT-LIMITED ACCESS HIGHWAYS

SCHEDULE

Rt. 114 - & Henderson Bridge	5 Nights
Rt. 24 & 138	10 Nights
Rt. 78	3 Nights
Rt. 146	15 Nights
Int. 195	8 Nights
Rt. 6 & 10	15 Nights
Rt. 37	5 Nights
Int. 295	25 Nights
Int. 95	40 Nights

COMMERCIAL



INDUSTRIAL

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **K ELECTRIC, INC., 2646 Warwick Avenue, Warwick, Rhode Island**

as Principal, hereinafter called the Principal, and **HARTFORD FIRE INSURANCE COMPANY**
a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound **STATE OF RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid**
Dollars **(5% of Bid)**,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **2016-CT-009 – Statewide LED Retrofit Project – Limited Access Highways, Project #7550142**

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

Signed and sealed this **13th** day of **January, 2016**.

John A. Little
(Witness)

K ELECTRIC, INC.
(Principal) (Seal)

By: *David M. Ke*
(Title) **President**

Jessica M. Rosa
(Witness)

HARTFORD FIRE INSURANCE COMPANY
(Surety) (Seal)

By: *Denise A. Chianese*
Denise A. Chianese, (Title) Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 08 089016

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**

FRED R. TRIPP, ANDREW FOTOPULOS, DAVID J. BYRNE III, CHARLES A BYRNE,
DENISE A. CHIANESE OF EAST PROVIDENCE, RHODE ISLAND

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 13, 2016
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President