

12 MAY -2 AM 11: 22

**AFFIDAVIT OF STATE VENDOR**  
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**Edward James Gemma**

Name of Person Making this Affidavit

**9 Wingate Road**

Address1

Address2

**Lincoln, RI 02865**

City State Zip

**401 831-7000**

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No [ ]

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Anthony Gemma	06/30/2010	1,200.00	Edward Gemma	Brother
Anthony Gemma	06/17/2010	300.00	Edward Gemma	Brother

4. What is the date of execution of the written contract requiring filing of this affidavit  
 [Such contract must be filed with this affidavit]

03/01/2012

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Rhode Island Housing Plumbing Services Contract Expire Date  
 Agency Goods / Services

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [x] Business Entity [ ]

8. If on behalf of a business entity, what is the name and nature of the business entity?

Business Name FEIN#  
 Corporation [ ] Partnership [ ] Sole Proprietorship [ ] Other Business Entity [ ]

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes [x] No [ ]

11. If yes, what is the name of the state agency to which you are providing goods and/or services? Rhode Island Housing

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [ ] No [ ]

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party State Agency

Address1

Address2

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No [ ]

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [ ] No [ ]

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [x] No [ ]

State Agency Date of Contract Amount of Contract FEIN # P.O. #

Total Gross Amount:

State of: RI  
County of: Providence

*[Handwritten Signature]*

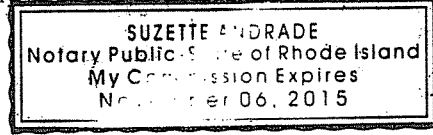
Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

30th day of April 2012

*[Handwritten Signature]*  
Signature of Notary or Other Person Authorized to Administer Oaths

*[Handwritten Signature]*  
Printed Name of Notary or Other Person Authorized to Administer Oaths



State of Rhode Island and Providence Plantations  
**BOARD of ELECTIONS**  
**CAMPAIGN FINANCE DIVISION**  
50 Branch Avenue, Providence Rhode Island 02904  
TEL (401) 222-2345

**RHODE ISLAND  
BOARD OF ELECTIONS**

**12 MAY -2 AM 11: 22**

**AFFIDAVIT OF STATE VENDOR**  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**Larry Gemma**

Name of Person Making this Affidavit

**20 Rosewood Drive**

Address1

Address2

**Lincoln, RI 02865**

City State Zip

**401 831-7000**

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No [ ]

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Anthony Gemma	06/30/2010	1,200.00	Larry Gemma	Brother

4. What is the date of execution of the written contract requiring filing of this affidavit  
[Such contract must be filed with this affidavit]

03/01/2012

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

<u>Rhode Island Housing</u> Agency	<u>Plumbing Services</u> Goods / Services	Contract Expire Date
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7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [ ] Business Entity [ ]

8. If on behalf of a business entity, what is the name and nature of the business entity?

Business Name	FEIN#
Corporation [ ]	Partnership [ ]
	Sole Proprietorship [ ]
	Other Business Entity [ ]

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes  No
11. If yes, what is the name of the state agency to which you are providing goods and/or services? Rhode Island Housing
12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes  No
13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party \_\_\_\_\_ State Agency \_\_\_\_\_

Address1 \_\_\_\_\_

Address2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No
16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes  No

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
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**Total Gross Amount:**

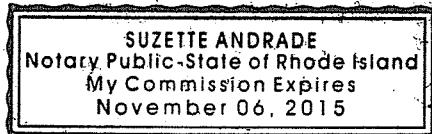
State of: RI  
 County of: Providence

[Signature]  
 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 7th day of April 2012

[Signature]  
 Signature of Notary or Other Person Authorized to Administer Oaths

Suzette Andrade  
 Printed Name of Notary or Other Person Authorized to Administer Oaths





**AFFIDAVIT OF STATE VENDOR**  
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**Leonard Paul Gemma**

Name of Person Making this Affidavit

**2 Red Chimney Drive**

Address1

Address2

**Lincoln, RI 02865**

City State Zip

**401 831-7000**

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No [ ]

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Anthony Gemma	06/15/2010	1,000.00	Leonard Gemma	Brother
Anthony Gemma	06/30/2010	1,400.00	Leonard Gemma	Brother
Angel Taveras	10/12/2010	500.00	Leonard Gemma	None

4. What is the date of execution of the written contract requiring filing of this affidavit  
 [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

03/01/2012

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Rhode Island Housing  
 Agency

Plumbing Services  
 Goods / Services

Contract Expire Date

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual  Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

Business Name FEIN#  
Corporation  Partnership  Sole Proprietorship  Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes  No

11. If yes, what is the name of the state agency to which you are providing goods and/or services? Rhode Island Housing

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes  No

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party State Agency

Address1

Address2

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

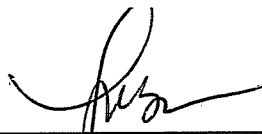
Name Address Relationship

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes  No

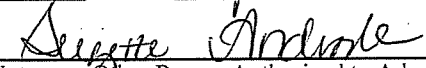
State Agency Date of Contract Amount of Contract FEIN # P.O. #

**Total Gross Amount:**

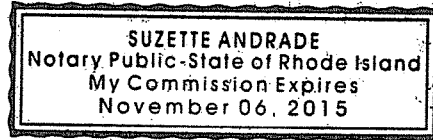
State of: RI  
County of: Providence

  
\_\_\_\_\_  
Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 3<sup>rd</sup> day of April 2012

  
\_\_\_\_\_  
Signature of Notary or Other Person Authorized to Administer Oaths

Suzette Andrade  
\_\_\_\_\_  
Printed Name of Notary or Other Person Authorized to Administer Oaths



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401)277-2056 [TDD: 277-2239]

RHODE ISLAND BOARD OF ELECTIONS

12 OCT -4 AM 9: 14

AFFIDAVIT OF STATE VENDOR UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information.

- 1. Name, address and telephone number of person making this affidavit.

Nancy Sherman for George Sherman Sand & Gravel Co., Inc. NAME OF PERSON MAKING THIS AFFIDAVIT

881 Curtis Corner Rd, Wakefield, RI 02879 ADDRESS

(401) 789-6304 TELEPHONE NUMBER

- 2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

various DATE

- 3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

DATE

- 4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

- 5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual \_\_\_ On Behalf of Business Entity X

- 6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity George Sherman Sand & Gravel Co., Inc. FEIN #050348785

(Check One:) Corporation X Partnership \_\_\_ Sole Proprietorship \_\_\_ Other Business Entity \_\_\_

- 7. If "other business entity" is checked above, what is the nature of such business entity?

- 8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO \_\_\_

- 9. If yes, what is the name of state agency to which you are providing goods and/or services?

Department of Transportation, Department of Enviromental Management

- 10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES \_\_\_ NO \_\_\_

- 11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party \_\_\_ (b) executive officer of contracting party \_\_\_

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer \_\_\_

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
BOARD OF ELECTIONS  
CAMPAIGN FINANCE DIVISION  
50 Branch Avenue, Providence, Rhode Island 02904  
TEL. (401)277-2056 [TDD: 277-2239]

NOTICE AND CERTIFICATION OF STATE VENDOR  
FOR RELIEF FROM MULTIPLE FILINGS

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 199  , it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

George Sherman Sand & Gravel Co., Inc.  
State Vendor

June 30, 2012  
Date

**NOTE:**

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for each calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.



**GTECH**<sup>®</sup>  
Architects of Gaming

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10 Memorial Boulevard  
Providence, Rhode Island 02903 USA  
Telephone 401 392-7477  
Fax 401 392-0391

[denise.ogilvie@gtech.com](mailto:denise.ogilvie@gtech.com)

By Certified Mail, Return Receipt Requested

July 19, 2012

Rhode Island Board of Elections  
Campaign Finance Division  
50 Branch Avenue  
Providence, Rhode Island 02904

Re: Affidavit of State Vendor – GTECH Printing Corporation

Dear Sir/Madam:

Attached please find an Affidavit of State Vendor filed on behalf of GTECH Printing Corporation pursuant to Chapter 17-27 of the General Laws of Rhode Island.

Thank you very much.

Sincerely yours,

Denise M. Ogilvie  
Assistant General Counsel

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
BOARD OF ELECTIONS  
CAMPAIGN FINANCE DIVISION  
50 Branch Avenue, Providence, Rhode Island 02904  
TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND  
BOARD OF ELECTIONS

JUL 20 AM 10:28

**AFFIDAVIT OF STATE VENDOR  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND**

**Instructions:**

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing this affidavit must be filed within 60 days after the contract is executed and **MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT OR A WRITTEN SUMMARY THEREOF.** If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Denise M. Ogilvie

NAME OF PERSON MAKING THIS AFFIDAVIT

C/O GTECH Corporation, 10 Memorial Blvd., Providence, RI 02903

ADDRESS

401-392-7477

TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 6/1/2012 (See Attachment A)  
DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? \_\_\_\_\_  
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state. N/A
5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual \_\_\_\_\_ On Behalf of Business Entity X
6. If on behalf of a business entity, what is the name and nature of the business entity?  
Name of Business Entity GTECH Printing Corporation FEIN # 20-5698605  
(Check One:) Corporation X Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other Business Entity \_\_\_\_\_
7. If "other business entity" is checked above, what is the nature of such business entity?  
\_\_\_\_\_
8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO \_\_\_\_\_
9. If yes, what is the name of state agency to which you are providing goods and/or services?  
State Lottery Division of Rhode Island Department of Revenue
10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES \_\_\_\_\_ NO \_\_\_\_\_
11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party \_\_\_\_\_  
(b) executive officer of contracting party \_\_\_\_\_

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer \_\_\_\_\_

If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party N/A

Address \_\_\_\_\_

State Agency \_\_\_\_\_

If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO \_\_\_\_\_

If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer to question 14 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

<u>Name</u>	<u>Address</u>	<u>Relationship to Contracting Party</u>
	N/A	

Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO \_\_\_\_\_

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
--	-----------------------------	-------------------------------	----------------------------	--

See Attachment B

What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
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See Attachment C

TOTAL GROSS AMOUNT: \$Approx. \$737,000

Denise M. Aguirre  
Signature of Person Making the Affidavit

State of Rhode Island  
County of Providence

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this  
19<sup>th</sup> day of July, 1992.

[Signature]  
Signature of Notary or Other Person Authorized to Administer Oaths

PATRICIA E. ROBINSON  
Printed Name of Notary or Other Person Authorized to Administer Oaths



ATTACHMENT A

AFFIDAVIT OF STATE VENDOR

GTECH PRINTING CORPORATION INSTANT  
TICKET AGREEMENT EXTENSION

JUNE 1, 2012

**INSTANT TICKET AGREEMENT EXTENSION  
GTECH PRINTING CORPORATION  
JULY 1, 2012 - JUNE 30, 2013**

WHEREAS the Rhode Island Division of Lotteries (Division) and GTECH Printing Corporation (GPC) have entered into an Agreement effective July 1, 2007; and

WHEREAS said Agreement was for an initial term of three (3) years; and


WHEREAS said Agreement may be extended annually, at the Division's discretion, for up to three (3) one (1) year terms;

WHEREAS the first one (1) year renewal option was exercised on July 1, 2010 and effective through June 30, 2011; and the second one (1) year renewal option was exercised on July 1, 2011 and effective through June 30, 2012;

NOW THEREFORE the Division hereby exercises its option under said Agreement to extend for the third one (1) year renewal, under the same terms and conditions as the initial years, said extension to commence July 1, 2012 and terminate June 30, 2013.

**Division of Lotteries**

**GTECH Printing Corporation**

By:   
**Gerald S. Aubin**  
**Director**

By: 

Date: 5/17/12

Date: 6/1/12

**ATTACHMENT B**

**AFFIDAVIT OF STATE VENDOR**

**POLITICAL CONTRIBUTIONS MADE BY  
EXECUTIVE OFFICERS OF GTECH PRINTING CORPORATION  
AND ITS PARENT COMPANY, GTECH CORPORATION**

<b>Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party</b>	<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Contributor</b>	<b>Relationship to Contracting Party</b>
Gina Raimondo	June 2010 (PR)	\$250	Alan Eland	Executive Officer
Peter Kilmartin	June 2010 (PR)	\$250	Jay Gendron	Executive Officer
Gina Raimondo	June 2010 (PR)	\$250	Robert Vincent	Executive Officer
Steven Costantino	June 2010 (PR)	\$500	Robert Vincent	Executive Officer
Leo R. Blais	June 2010 (PR)	\$250	Christopher Shaban	Executive Officer
Erik Wallin	June 2010 (PR)	\$250	Christopher Shaban	Executive Officer
Joseph Fernandez	July 2010 (PR)	\$1,000	Mrs. Robin Prescott	Spouse of Michael Prescott, Executive Officer
Joseph Fernandez	July 2010	\$500	Michael Mello	Executive Officer
Steven Costantino	August 2010 (PR)	\$500	Robert Vincent	Executive Officer
Steven Costantino	August 2010 (PR)	\$250	Jay Gendron	Executive Officer
Jon Brien	August 2010 (PR)	\$100	Jay Gendron	Executive Officer
Steven Costantino	August 2010 (PR)	\$500	Scott Gunn	Executive Officer
Steven Costantino	August 2010 (PR)	\$250	Jaymin Patel	Executive Officer
Gina Raimondo	August 2010 (PR)	\$500	Jaymin Patel	Executive Officer
Walter S. Felag, Jr.	August 2010	\$150	Michael Mello	Executive Officer
Catherine Taylor	September 2010 (PR)	\$500	Robert Vincent	Executive Officer
Catherine Taylor	September 2010 (PR)	\$500	Scott Gunn and Mrs. Ashley Gunn	Executive Officer and spouse
Maryellen Goodwin	October 2010 (PR)	\$150	Jay Gendron	Executive Officer
Peter Kilmartin	October 2010 (PR)	\$500	Jay Gendron	Executive Officer

\* "PR" refers to contributions previously disclosed in a prior Affidavit of State Vendor filed by GTECH Printing Corporation or GTECH Corporation.

Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Gina Raimondo	October 2010 (PR)	\$150	Michael Prescott	Executive Officer
Maryellen Goodwin	October 2010 (PR)	\$200	Michael Prescott	Executive Officer
Erik Wallin	October 2010 (PR)	\$250	Mrs. Ashley Gunn	Spouse of Executive Officer, Scott Gunn
Rhode Island Republican Party	October 2010 (PR)	\$1,000	Mrs. Ashley Gunn	Spouse of Executive Officer, Scott Gunn
Rhode Island Republican Party	October 2010 (PR)	\$500	Christopher Shaban	Executive Officer
Maryellen Goodwin	October 2010	\$150	Michael Mello	Executive Officer
Gordon Fox	January 2011 (PR)	\$250	Robert Vincent	Executive Officer
Teresa Paiva-Weed	March 2011	\$250	Robert Vincent	Executive Officer
RI House Leadership PAC	March 2011 (PR)	\$500	Alan Eland	Executive Officer
James E. Doyle, II	March 2011 (PR)	\$100	Jay Gendron	Executive Officer
RI House Leadership PAC	March 2011(PR)	\$250	Jay Gendron	Executive Officer
RI House Leadership PAC	March 2011 (PR)	\$1,000	Scott Gunn	Executive Officer
RI House Leadership PAC	March 2011 (PR)	\$250	Cornelia Laverty O'Connor	Executive Officer
RI House Leadership PAC	March 2011	\$500	Victor Duarte	Executive Officer
RI House Leadership PAC	March 2011	\$250	Michael Mello	Executive Officer
RI Senate Leadership PAC	April 2011	\$250	Michael Mello	Executive Officer
RI Senate Leadership PAC	April 2011	\$250	Christopher Shaban	Executive Officer
RI Senate Leadership PAC	April 2011	\$500	Jay Gendron	Executive Officer
Christopher C. O'Neill	April 2011	\$100	Jay Gendron	Executive Officer
RI Senate Leadership PAC	April 2011	\$1,000	Scott Gunn	Executive Officer
RI Senate Leadership PAC	April 2011	\$500	Robert Vincent	Executive Officer
RI Senate Leadership PAC	May 2011	\$500	Alan Eland	Executive Officer
RI Senate Leadership PAC	May 2011	\$500	Victor Duarte	Executive Officer
Walter S. Felag, Jr.	May 2011	\$200	Michael Mello	Executive Officer
James E. Doyle, II	August 2011	\$100	Jay Gendron	Executive Officer
Lincoln Chafee	September 2011	\$500	Jay Gendron	Executive Officer
Gina Raimondo	September 2011	\$250	Jay Gendron	Executive Officer
Gina Raimondo	September 2011	\$250	Michael Mello	Executive Officer
Lincoln Chafee	September 2011	\$500	Victor Duarte	Executive Officer

\* "PR" refers to contributions previously disclosed in a prior Affidavit of State Vendor filed by GTECH Printing Corporation or GTECH Corporation.

<b>Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party</b>	<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Contributor</b>	<b>Relationship to Contracting Party</b>
Lincoln Chafee	September 2011	\$500	Alan Eland	Executive Officer
Lincoln Chafee	September 2011	\$500	Christopher Shaban	Executive Officer
Lincoln Chafee	September 2011	\$1,000	Scott Gunn	Executive Officer
Lincoln Chafee	September 2011	\$1,000	Mrs. Ashley Gunn	Spouse of Executive Officer, Scott Gunn
Lincoln Chafee	September 2011	\$250	Matthew Hughes	Executive Officer
Lincoln Chafee	September 2011	\$250	Michael Prescott	Executive Officer
Lincoln Chafee	September 2011	\$1,000	Robert Vincent	Executive Officer
Lincoln Chafee	September 2011	\$1,000	Mrs. Grace Vincent	Spouse of Executive Officer, Robert Vincent
Gina Raimondo	September 2011	\$250	Robert Vincent	Executive Officer
Lincoln Chafee	September 2011	\$250	Frank Ward	Executive Officer
Lincoln Chafee	September 2011	\$500	Jaymin Patel	Executive Officer
Peter Kilmartin	October 2011	\$500	Jay Gendron	Executive Officer
Fund for Democratic Priorities	November 2011	\$250	Mrs. Ashley Gunn	Spouse of Executive Officer, Scott Gunn
Dominick J. Ruggiero	January 2012	\$150	Jay Gendron	Executive Officer
RI House Leadership PAC	February 2012	\$500	Jay Gendron	Executive Officer
RI House Leadership PAC	February 2012	\$1,000	Scott Gunn	Executive Officer
RI House Leadership PAC	February 2012	\$250	Michael Mello	Executive Officer
RI House Leadership PAC	February 2012	\$500	Alan Eland	Executive Officer
RI House Leadership PAC	February 2012	\$250	Christopher Shaban	Executive Officer
RI House Leadership PAC	February 2012	\$500	Michael Prescott	Executive Officer
RI House Leadership PAC	February 2012	\$250	Robert Vincent	Executive Officer
RI House Leadership PAC	February 2012	\$250	Robert Vincent	Executive Officer
Erin P. Lynch	March 2012	\$100	Jay Gendron	Executive Officer
Christopher C. O'Neill	April 2012	\$100	Jay Gendron	Executive Officer
RI Senate Leadership PAC	April 2012	\$500	Jay Gendron	Executive Officer
RI Senate Leadership PAC	April 2012	\$1,000	Scott Gunn	Executive Officer
RI Senate Leadership PAC	April 2012	\$250	Michael Mello	Executive Officer
RI Senate Leadership PAC	April 2012	\$500	Alan Eland	Executive Officer

\* "PR" refers to contributions previously disclosed in a prior Affidavit of State Vendor filed by GTECH Printing Corporation or GTECH Corporation.

<b>Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party</b>	<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Contributor</b>	<b>Relationship to Contracting Party</b>
RI Senate Leadership PAC	April 2012	\$250	Christopher Shaban	Executive Officer
RI Senate Leadership PAC	April 2012	\$500	Jaymin Patel	Executive Officer
RI Senate Leadership PAC	April 2012	\$500	Cornelia Laverty O'Connor	Executive Officer
RI Senate Leadership PAC	April 2012	\$500	Robert Vincent	Executive Officer
Maryellen Goodwin	May 2012	\$250	Robert Vincent	Executive Officer
Maryellen Goodwin	May 2012	\$250	Michael Mello	Executive Officer
Maryellen Goodwin	May 2012	\$250	Scott Gunn	Executive Officer
Maryellen Goodwin	May 2012	\$250	Jay Gendron	Executive Officer
Jon Brien	May 2012	\$75	Jay Gendron	Executive Officer

\* "PR" refers to contributions previously disclosed in a prior Affidavit of State Vendor filed by GTECH Printing Corporation or GTECH Corporation.

ATTACHMENT C

AFFIDAVIT OF STATE VENDOR

TOTAL GROSS AMOUNT OF CONTRACTS  
ENTERED INTO BY GTECH PRINTING CORPORATION  
DURING  
PRIOR 24 MONTH PERIOD

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>FEIN #</u>	<u>P.O. #</u>
Division of Lotteries	6/7/2010	Approx. \$240,000	Unknown	N/A
Division of Lotteries	3/18/2011	Approx. \$273,000	Unknown	N/A
Division of Lotteries	6/1/2012	Approx. \$224,000	Unknown	N/A

**Total Gross Amount:**

Approximately \$737,000

State of Rhode Island and Providence Plantations  
**BOARD of ELECTIONS**  
**CAMPAIGN FINANCE DIVISION**  
 50 Branch Avenue, Providence Rhode Island 02904  
 TEL (401) 222-2345

**AFFIDAVIT OF STATE VENDOR**  
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**MS. Juana I Horton**  
 Name of Person Making this Affidavit  
**84 Ocean Avenue**  
 Address1  
  
 Address2  
**Cranston, RI 02905**  
 City State Zip  
**401 331-4798**  
 Phone

RHODE ISLAND  
 BOARD OF ELECTIONS  
 2012 MAR 29 AM 10:18

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes  No

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributins even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Elizabeth Roberts	06/23/2009	250.00	Juana I Horton	None
Elizabeth Roberts	12/15/2009	250.00	Juana I Horton	None
Catherine Taylor	09/20/2010	250.00	Juana I Horton	None
Stephen Archambault	03/24/2010	250.00	Juana I Horton	None
Stephen Archambault	08/11/2010	250.00	Juana I Horton	None
Joseph Fernandez	04/01/2010	250.00	Juana I Horton	None

4. What is the date of execution of the written contract requiring filing of this affidavit  
 [Such contract must be filed with this affidavit]

03/01/2012

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Rhode Island Housing                      Translation services                      Contract Expire Date  
 Agency                                      Goods / Services



7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual  Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

Business Name FEIN#  
Corporation  Partnership  Sole Proprietorship  Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes  No

11. If yes, what is the name of the state agency to which you are providing goods and/or services? Rhode Island Housing

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes  No

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party State Agency

Address1

Address2

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes  No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes  No

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes  No

State Agency Date of Contract Amount of Contract FEIN # P.O. #

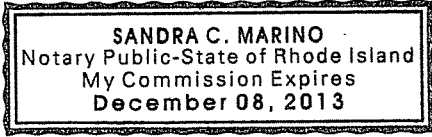
**Total Gross Amount:**

State of: RI  
County of: Providence

Juan J. Horton  
Signature of Person making the Affidavit

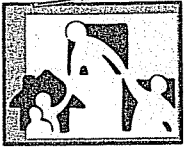
Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

20<sup>th</sup> day of March 2012



Sandra C. Marino  
Signature of Notary or Other Person Authorized to Administer Oaths

Sandra C. Marino  
Printed Name of Notary or Other Person Authorized to Administer Oaths



**Rhode Island Housing**  
working together to bring you home

3/1/2012

HORTON INTERPRETING  
SERVICES, INC.  
225 CHAPMAN STREET  
SUITE 303  
PROVIDENCE, RI 02905

Re: Affidavit of State Vendors Form

To Whom It May Concern:

Our records indicate that for the period ending December 31, 2011 you have provided goods or services to Rhode Island Housing in the amount of \$5000 or more.

The Rhode Island State Board of Elections requires any state vendor reaching the above threshold to file an Affidavit of State Vendors Form. This form discloses political contributions made by you to any Rhode Island political party, general officer, member of the general assembly or candidates for such positions. This form is required even if you did not make any contributions. This form should be filed within sixty (60) days of the date of this letter and can be found at [www.elections.ri.gov/development/finance](http://www.elections.ri.gov/development/finance).

The State Board of Elections has been notified that your company has reached the \$5000 threshold and will expect the Affidavit to be filed directly with them.

If you have any questions please call the Board of Elections at (401) 222-2345.

Accounts Payable Department

8/1/09  
12/31/11

State of Rhode Island and Providence Plantations  
**BOARD of ELECTIONS**  
**CAMPAIGN FINANCE DIVISION**  
50 Branch Avenue, Providence Rhode Island 02904  
TEL (401) 222-2345

RHODE ISLAND  
BOARD OF ELECTIONS  
12 OCT -4 AM 9:15

**AFFIDAVIT OF STATE VENDOR**  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**Matthew A. Lopes JR.**

Name of Person Making this Affidavit

**317 Iron Horse Way**

Address1

**Suite 301**

Address2

**Providence, RI 02908**

City State Zip

**401 824-5100**

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No [ ]

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
---	----------------------	------------------------	---------------------	-----------------------------------

See Attached Vendor Affidavit

4. What is the date of execution of the written contract requiring filing of this affidavit  
[Such contract must be filed with this affidavit]

05/01/2010

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency	Goods / Services	Contract Expire Date
--------	------------------	----------------------

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [ ] Business Entity [X]

8. If on behalf of a business entity, what is the name and nature of the business entity?

Pannone Lopes Devereaux & West LLC

Business Name

11-3769678

FEIN#

Corporation [X]

Partnership [ ]

Sole Proprietorship [ ]

Other Business Entity [ ]

9. If "Other Business Entity" is checked above what is the nature of such business entity?  
Domestic Limited Liability Company

10. Are you a state vendor because you are the contracting party in a contract with a state Yes [x] No [ ]
11. If yes, what is the name of the state agency to which you are providing goods and/or services? RI Turnpike and Bridge Authority
12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [ ] No
13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party \_\_\_\_\_ State Agency \_\_\_\_\_

Address1 \_\_\_\_\_

Address2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

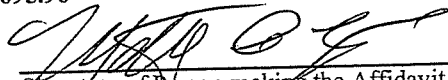
15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No [ ]
16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [ ] No [ ]
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [x] No [ ]

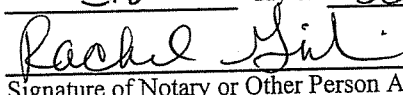
State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
RI Turnpike and Bridge	05/01/2010	93,695.96	11-3769678	
<b>Total Gross Amount:</b>		<b>93,695.96</b>		

State of: RI  
 County of: Providence

  
 \_\_\_\_\_  
 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

3rd day of October 20 12

  
 \_\_\_\_\_  
 Signature of Notary or Other Person Authorized to Administer Oaths

Rachel Gribbin  
 \_\_\_\_\_  
 Printed Name of Notary or Other Person Authorized to Administer Oaths

Vendor Affidavit  
1/1/2012 - 6/30/2012

Name	Affiliation	To	Amount	Date
Gary Pannone	Partner	Gina Raimondo	\$1,000.00	3/22/2012
Gary Pannone	Partner	Dominick Ruggerio	\$250.00	6/8/2012
Gary Pannone	Partner	Jamie Doyle	\$200.00	6/8/2012
Gary Pannone	Partner	Nick Mattiello	\$250.00	6/8/2012
Gary Pannone	Partner	Joseph McNamara	\$200.00	6/8/2012
Gary Pannone	Partner	Patrick O'Neill	\$200.00	6/8/2012
Gary Pannone	Partner	Brian Newberry	\$200.00	6/8/2012
Gary Pannone	Partner	Larry Valencia	\$150.00	6/5/2012
Gary Pannone	Partner	Bob Phillips	\$100.00	6/7/2012
Matthew Lopes	Partner	Lincoln Chafee	\$1,000.00	3/15/2012
Matthew Lopes	Partner	Gina Raimondo	\$1,000.00	3/21/2012
Matthew Lopes	Partner	Peter Kilmartin	\$250.00	3/27/2012
Matthew Lopes	Partner	Teresa Paiva Weed	\$1,000.00	5/3/2012
Matthew Lopes	Partner	Daniel DaPonte	\$650.00	5/15/2012
Matthew Lopes	Partner	Juan Pichardo	\$500.00	3/21/2012
Matthew Lopes	Partner	Bea Lanzi	\$300.00	2/29/2012
Matthew Lopes	Partner	Stephen Archambault	\$100.00	3/8/2012
Matthew Lopes	Partner	Democratic Priorities	\$1,000.00	5/15/2012
Matthew Lopes	Partner	Helio Melo	\$650.00	5/2/2012
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William O'Gara	Partner	RI Democratic Senatorial Committee	\$250.00	3/6/2012
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Brian Jordan	Govt. Relations Director	Peter Kilmartin	\$100.00	5/8/2012
Chris Kent	Govt. Relations Analyst	Ray Hull	\$50.00	6/4/2012



**Rhode Island Turnpike and Bridge Authority**

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437

December 28, 2011

Bernard A. Jackvony  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way Suite 301  
Providence, RI 02908

Dear Mr. Jackvony: *Bernie*

At the December 22, 2011 Board meeting of the Rhode Island Turnpike and Bridge Authority, the Board of Directors voted to place your firm on the approval vendor list to provide legal counsel.

As the need arises, we may contact you to discuss your engagement to provide legal services in the specific area(s) you requested.

If you have any question, feel free to contact me at 423-0800.

Sincerely,

*Buddy Croft*

Buddy Croft  
Executive Director

BC/jh

File

May 11, 2010

Mr. Buddy Croft  
Rhode Island Turnpike & Bridge Authority  
1 East Shore Road  
Jamestown, RI 02835

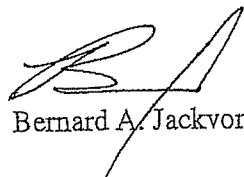
Dear Buddy:

Enclosed is the signed Extension of Engagement. We have retained an original for our file.

Should you have any questions regarding this, please contact me.

Sincerely,

PANNONE LOPES DEVEREAUX & WEST LLC



Bernard A. Jackvony

BAJ/gbs  
Enclosure  
(00080002 v 1)





**Rhode Island Turnpike and Bridge Authority**

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437  
April 22, 2010

Gary R. Pannone, Esquire  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908

Re: Extension of Engagement

Dear Mr. Pannone:

This letter will confirm that the Rhode Island Turnpike and Bridge Authority ("RITBA") is exercising its Option to Extend the engagement of Pannone Lopes Devereaux & West LLC ("PLDW") pursuant to our Engagement Letter dated May 1, 2008, as acknowledge and agreed to by PLDW ("Engagement Letter," attached hereto as Exhibit A). This extension is for a period of two (2) additional one (1) year terms commencing as of May 1, 2010 and terminating on April 30, 2012. This extension is made upon the same terms and conditions as outlined in the Engagement Letter, except that the provisions of Section B of Exhibit A of the Engagement Letter pertaining to RITBA's Option to Extend are no longer valid. In addition the current blended rate of \$200 per hour will exist for the remainder of the Contract.

If the foregoing is acceptable to PLDW, please sign, date and return the enclosed copy of this letter to the undersigned.

Very truly yours,

Rhode Island Turnpike and Bridge Authority

Earl J. Croft III  
Executive Director

ACKNOWLEDGED AND AGREED TO:

Pannone Lopes Devereaux & West LLC

By:   
\_\_\_\_\_  
Gary R. Pannone  
Managing Partner

Dated: May 1, 2010

EXHIBIT A

Rhode Island Turnpike and Bridge Authority  
One East Shore Road  
P.O. Box 437  
Jamestown, Rhode Island 02835-0437

May 1, 2008

Gary R. Pannone, Esquire  
Pannone Lopes & Devereaux LLC  
317 Iron Horse Way  
Suite 301  
Providence, Rhode Island 02908

Re: Engagement Letter

Dear Mr. Pannone:

This letter will confirm the engagement of Pannone Lopes & Devereaux LLC ("PLD") to provide legal services to the Rhode Island Turnpike and Bridge Authority ("RITBA") for a period of two (2) years commencing as of May 1, 2008. This letter will serve to describe the scope of such services and the terms of this engagement. If the form and substance of this engagement letter is acceptable please execute two originals one of which is to be retained by your office and the other to be forwarded to undersigned.

Scope of Engagement.

PLD has agreed to represent RITBA as outside legal counsel to provide legal advice regarding ongoing matters on an as needed basis. The Scope of Services and Terms of Engagement are described and governed by the terms set forth in Exhibit A, attached hereto and incorporated herein by reference.

Primary Responsibility/Staffing.

Bernard A. Jackvony will be the primary attorney responsible for representing RITBA. In addition, Gary R. Pannone will participate in this representation and from time to time act as the supervising attorney depending upon the nature of the matter being handled. All PLD attorneys and paralegals performing services with respect to this matter will be supervised by either Mr. Jackvony or Mr. Pannone. Both Mr. Jackvony and Mr. Pannone will be available at the convenience of RITBA or staff to provide counsel and/or answer questions or concerns regarding this engagement. PLD will assign attorneys and paralegals to perform various tasks so that each attorney and paralegal's expertise and experience will be at the level most appropriate for the specific task.

Fees and Expenses.

Legal fees charged with respect to this engagement will be based upon the time expended by each attorney or paralegal on this matter, multiplied by an agreed-upon blended hourly rate of Two Hundred (\$200.00) Dollars per hour for attorneys and at the standard rate for work performed by paralegals. RITBA agrees to reimburse PLD with respect to out of pocket expenses incurred or disbursements made on behalf of the RITBA.

Whenever requested, PLD will provide RITBA or staff with an estimate of its fees and disbursements that RITBA may incur, based on PLD's best judgment. PLD's invoices will generally be prepared and mailed during the month following the month in which services are rendered. It is PLD's objective to provide as much billing information as RITBA requires, and to provide that information in a format that meets RITBA's needs.

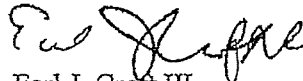
At the termination of the engagement, PLD's policy is to return to RITBA the originals of all documents and other materials that RITBA might have supplied to PLD. This engagement may be extended by RITBA in its sole discretion as further described in Exhibit A of this Engagement Letter.

PLD has certified to RITBA that the rate of compensation does not exceed the rate of compensation charged to PLD's preferred public and private client's for matters of the same kind.

If the foregoing is acceptable to PLD, please sign, date and return the enclosed copy of this letter to the undersigned.

Very truly yours,

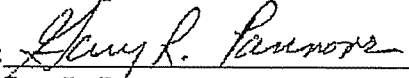
Rhode Island Turnpike and Bridge Authority



Earl J. Croft III  
Executive Director

ACKNOWLEDGED AND AGREED TO:

Pannone Lopes & Devereaux LLC

By:   
\_\_\_\_\_  
Gary R. Pannone  
Managing Partner

Dated: May 1, 2008

## Exhibit A

### A. Scope of Services.

PLD will provide legal services to the Rhode Island Turnpike and Bridge Authority ("RITBA") and provide legal counsel to RITBA and serve as the preferred provider of legal services to RITBA. It is anticipated that PLD will be asked to provide legal advice to RITBA with respect to a variety of legal matters on a case by case basis.

### B. Option to Extend.

It is hereby acknowledged that RITBA shall have the right to extend the engagement of PLD for a period of two (2), one (1) years periods, upon the terms and conditions outlined in the engagement letter.

### C. Terms of Engagement

This provision outlines the respective obligations of PLD and RITBA. Our engagement and the services that we will provide to you are limited to the scope of this engagement letter. Any modifications to the scope of our representation must be approved in writing by both parties to this engagement letter. We will provide services of a strictly legal nature related to the matters described in the engagement letter and it is contemplated that RITBA, through its various representatives, will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

### Confidentiality and Related Matters

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist in order to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. It is understood that we may represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

### Fees and Billing

The fees to be billed to RITBA will be at the agreed upon rate and RITBA agrees to reimburse PLD for any approved expenses incurred on behalf of RITBA.

The agreed upon hourly rate described in the engagement letter is applicable through the term of this engagement. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual lawyer's activities on a matter in a single day is three-tenths of an hour.

As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. If that lawyer's regular office is in a location other than PLD's office in the city in which you are located, and it is necessary for that lawyer to travel to the city in which you are located, you will not be charged for his or her travel time.

*Out-of-Pocket Expenses.* In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf with your prior consent. Advanced expenses generally will include such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf which would include consulting or expert testimony, investigators, providers of computerized litigation support and court reporters. In order to preserve the "work product" protection afforded to services, our firm may assume responsibility for retaining the appropriate service providers. You are agreeing to be responsible for the payment of all fees and expenses directly to the service providers or reimbursement to Pannone Lopes & Devereaux LLC for payments made on your behalf.

*Billing.* We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

*Questions About Our Bills.* We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### Relationships with Other Clients

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to the interests of the System or Retirement Board and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Firm personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied and the System has consented to such representation, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

This letter agreement establishes the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of the terms and conditions are unacceptable to you, please advise in order that we may resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

Pannone Lopes & Devereaux LLC

PRIVACY STATEMENT

Pannone Lopes & Devereaux is committed to safeguarding the confidential information of its clients. As required by our profession's ethical and legal obligations, maintaining the confidentiality of your personal information is one of our primary responsibilities. Consistent with these obligations we are sending you this privacy notice to help you understand how we handle and protect the personal information we collect.

The nonpublic personal information we collect from a client depends upon the scope of the client engagement. It may include:

Information we receive from you, including name, address, telephone number, Social Security number and information about your financial status, such as employment, income, monthly expenses, and assets; and

Information about your transactions with third parties, including information regarding your financial status and financial history.

Consistent with the ethical obligations of our profession, we hold all nonpublic personal information provided to our firm by its clients in the strictest confidence. We also limit access to your information to those attorneys and staff members who have a professional reason for knowing the information and to other persons who are assisting us in the representation and to whom you have permitted us to disclose the information. We do not provide non-affiliated persons, firms or companies with your personal information unless you have authorized such disclosure or such disclosure is permitted or required by law.

As technology continues to advance, you can be sure that we will maintain the physical, electronic, and procedural safeguards necessary to keep your personal financial information confidential and secure. Pannone Lopes & Devereaux LLC will notify you of any changes in its ethical obligations applicable to your confidential information or in Pannone Lopes & Devereaux's practices with respect to discharging such obligations.

We value your trust and are firmly committed to protecting the security and privacy of information that you share with Pannone Lopes & Devereaux LLC.

State of Rhode Island and Providence Plantations  
**BOARD of ELECTIONS**  
**CAMPAIGN FINANCE DIVISION**  
50 Branch Avenue, Providence Rhode Island 02909  
TEL (401) 222-2345

**RHODE ISLAND**  
**BOARD OF ELECTIONS**  
12 OCT -4 AM 9:15

**AFFIDAVIT OF STATE VENDOR**  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

**Statement Under Oath of Affirmation**

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

**Matthew A. Lopes JR.**

Name of Person Making this Affidavit

**317 Iron Horse Way**

Address1

**Suite 301**

Address2

**Providence, RI 02908**

City State Zip

**401 824-5100**

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No [ ]

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
---	----------------------	------------------------	---------------------	-----------------------------------

See Attached Vendor Affidavit

4. What is the date of execution of the written contract requiring filing of this affidavit  
[Such contract must be filed with this affidavit]

01/26/2011

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency	Goods / Services	Contract Expire Date
--------	------------------	----------------------

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [ ] Business Entity X

8. If on behalf of a business entity, what is the name and nature of the business entity?

Pannone Lopes Devereaux & West LLC  
Business Name

11-3769678  
FEIN#

Corporation X

Partnership [ ]

Sole Proprietorship [ ]

Other Business Entity [ ]

9. If "Other Business Entity" is checked above what is the nature of such business entity?  
Domestic Limited Liability Company



10. Are you a state vendor because you are the contracting party in a contract with a state Yes [x] No []
11. If yes, what is the name of the state agency to which you are providing goods and/or services? Rhode Island Airport Corporation
12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [] No []
13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party \_\_\_\_\_ State Agency \_\_\_\_\_

Address1 \_\_\_\_\_

Address2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No []

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [] No []

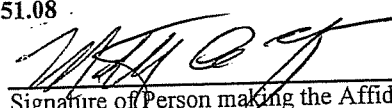
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [x] No []

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
RI Airport Corp.	01/26/2011	24,051.08	11-3769678	
<b>Total Gross Amount:</b>		<b>24,051.08</b>		

State of: RI  
 County of: Providence

  
 \_\_\_\_\_  
 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Rachel Gribbin  
 \_\_\_\_\_  
 Signature of Notary or Other Person Authorized to Administer Oaths

Rachel Gribbin  
 \_\_\_\_\_  
 Printed Name of Notary or Other Person Authorized to Administer Oaths

Vendor Affidavit  
1/1/2012 - 6/30/2012

Name	Affiliation	To	Amount	Date
Gary Pannone	Partner	Gina Raimondo	\$1,000.00	3/22/2012
Gary Pannone	Partner	Dominick Ruggerio	\$250.00	6/8/2012
Gary Pannone	Partner	Jamie Doyle	\$200.00	6/8/2012
Gary Pannone	Partner	Nick Mattiello	\$250.00	6/8/2012
Gary Pannone	Partner	Joseph McNamara	\$200.00	6/8/2012
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Gary Pannone	Partner	Larry Valencia	\$150.00	6/5/2012
Gary Pannone	Partner	Bob Phillips	\$100.00	6/7/2012
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Chris Kent	Govt. Relations Analyst	Ray Hull	\$50.00	6/4/2012



Rhode Island Airport Corporation

COPY

Peter A. Frazier  
General Counsel

Telephone: 401-691-2287  
E-mail: [pfrazier@pvdairport.com](mailto:pfrazier@pvdairport.com)

January 26, 2011

Matthew A. Lopes, Jr.  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, RI 02908

Re: Letter of Engagement

Dear Mr. Lopes:

This letter serves as the Letter of Engagement for Pannone Lopes Devereaux & West LLC ("PLDW") to continue to serve as counsel to the Rhode Island Airport Corporation ("RIAC") with respect to the Legislative Services for the 2011 session.

The terms of the engagement shall also include the following:

1. Performance of legal services with respect to the matters listed above.
2. A fixed fee retainer of \$20,000.00 payable as \$4,000.00 per month. You represent that this retainer is the lowest rate of compensation that you charge to the firm's preferred public or private clients.
3. This Agreement and any changes or modifications hereto shall be in writing executed by both parties. At RIAC's sole discretion, this engagement may be renewed annually.
4. All notices required under the contract shall be given in writing to the parties at the following address:

RIAC:


Attention: General Counsel  
Rhode Island Airport Corporation  
T.F. Green Airport  
2000 Post Road  
Warwick, RI 02886

PLDW:

Matthew A. Lopes, Jr.  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, RI 02908

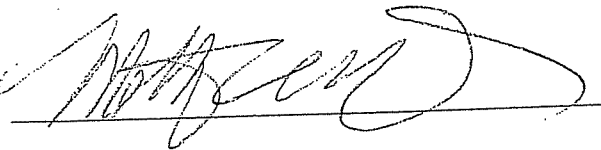
If the foregoing correctly states the terms of the contract between you and RIAC, kindly confirm this by executing and returning a copy of this letter me.

Very truly yours,

  
Peter A. Frazier

AGREED:

PANNONE LOPES DEVEREAUX & WEST LLC

By: 

January 10, 2012

PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION

Peter A. Frazier Esq.  
R.I. Airport Corporation  
2000 Post Road  
Warwick, RI 02886

Re: R.I. Airport Corporation/Labor Matters

Dear Pete:

Thank you for retaining PANNONE LOPES DEVEREAUX & WEST LLC to represent the R.I. Airport Corporation with respect to the above-captioned matter. This letter serves as confirmation of our representation and includes a description of the scope of our services as well as the billing policies and other terms that will govern our relationship.

The anticipated scope of services to be rendered with respect to this engagement will include, but not be limited to, representing R.I. Airport Corporation with respect to certain labor issues.

I have attached our standard terms of engagement for your records. Please note that the hourly rates with respect to this engagement will be the same as described in the original engagement letter. Please review and advise if you should have any questions concerning the policies contained therein.

Once again, thank you for the opportunity to assist you with respect to this very important matter.

Sincerely,

PANNONE LOPES DEVEREAUX & WEST LLC



William E. O'Gara

Enclosure

{P0179043 v 1}



## TERMS OF ENGAGEMENT

This document confirms our respective obligations to each other and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matters identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. The scope of this engagement is limited to legal services and you agree to provide us with the factual information and materials we require to perform such services and it is our understanding that you will make such business or technical decisions and determinations as are appropriate. PANNONE LOPES DEVEREAUX & WEST LLC does not provide tax, business, investment, or accounting advice.

### *Confidentiality and Related Matters*

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. The legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer and it is possible to perform beneficial services only if we are aware of all information that might be relevant to our representation. The attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you with respect to this matter. In those instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates.

### *Fees and Billing*

The fees charged for services rendered are guided primarily by the time and labor required; however, we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount that is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Time is recorded and billed in one-tenth hour (six minute) increments.

We will seek to assign lawyers to various tasks at the lowest hourly rates possible and consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you; (b) provide a specialized legal skill needed; or (c) help move the matter forward more efficiently.

*Out-of-Pocket Expenses.* In addition to legal fees, you are responsible for the reimbursement of out-of-pocket expenses that we have advanced on your behalf which will be itemized on each statement. Advanced expenses generally will include such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, mileage, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to engage third parties to provide services on your behalf which would include consulting or expert testimony, investigators, providers of computerized litigation support, and court reporters. In order to preserve the "work product" protection afforded to such services, our firm may assume responsibility for retaining the appropriate service providers. You are agreeing to be responsible for the payment of all fees and expenses directly to the service providers or reimbursement to PANNONE LOPES DEVEREAUX & WEST LLC for payments made on your behalf.

*Billing.* If you require, statements will be forwarded to you on a monthly basis and each statement is due when rendered. The statement will include a summary of each matter for which legal services are rendered and a fee is charged.

In the event that invoices are not paid in a timely manner, we reserve the right to discontinue services (including, without limitation, withdrawing as counsel in any litigation matter) and if a statement has not been paid within thirty (30) days from the date of the statement, we may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. In the event that collection proceedings are required, the firm is entitled to recover its attorneys' fees and expenses.

*Questions About Our Bills.* If you should have any questions concerning an invoice please direct your inquiry to either myself or the Billing Department at 401-824-5160 (Direct). Our goal with respect to this engagement is for you to be satisfied with the representation which will make every effort to be efficient and reasonable in terms of legal fees for the services rendered. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### *Arbitration of Fee Dispute*

We have the sole and exclusive right to withdraw from representing you in any matter (including a litigation matter) if any of our fees or costs are not paid when due. Any disputes regarding non-payment of fees or costs or the reasonableness of any fees or costs billed by us shall solely and exclusively be submitted for resolution to the fee arbitration procedure established by the Rhode Island Bar Association; provided, however, consent of PANNONE LOPES DEVEREAUX & WEST LLC shall be required where the client fails to raise a good faith dispute to payment prior to initiation of collection proceedings against the client. Any such arbitration shall take place in Providence, Rhode Island. The result of any such arbitration shall be binding on both the client and PANNONE LOPES DEVEREAUX & WEST LLC to the fullest extent permitted by law.

### *Relationships with Other Clients*

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other PANNONE LOPES DEVEREAUX & WEST LLC personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

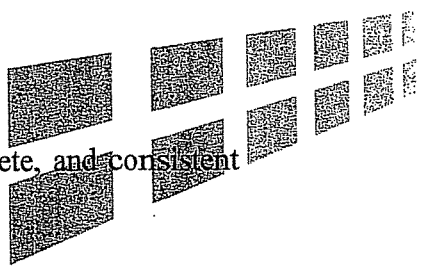
This letter agreement establishes the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### *Termination*

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of the terms and conditions are unacceptable to you, please advise in

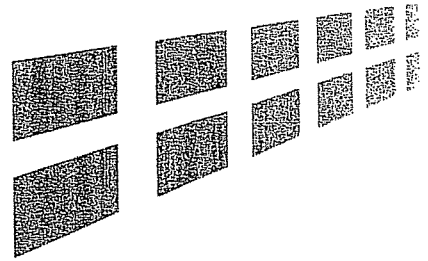




order that we may resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

PANNONE LOPES DEVEREAUX & WEST LLC

PRIVACY STATEMENT



PANNONE LOPES DEVEREAUX & WEST LLC is committed to safeguarding the confidential information of its clients. As required by our profession's ethical and legal obligations, maintaining the confidentiality of your personal information is one of our primary responsibilities. Consistent with these obligations we are sending you this privacy notice to help you understand how we handle and protect the personal information we collect.

The nonpublic personal information we collect from a client depends upon the scope of the client engagement. It may include:

Information we receive from you, including name, address, telephone number, Social Security number and information about your financial status, such as employment, income, monthly expenses, and assets; and

Information about your transactions with third parties, including information regarding your financial status and financial history.

Consistent with the ethical obligations of our profession, we hold all nonpublic personal information provided to our firm by its clients in the strictest confidence. We also limit access to your information to those attorneys and staff members who have a professional reason for knowing the information and to other persons who are assisting us in the representation and to whom you have permitted us to disclose the information. We do not provide non-affiliated persons, firms or companies with your personal information unless you have authorized such disclosure or such disclosure is permitted or required by law.

As technology continues to advance, you can be sure that we will maintain the physical, electronic, and procedural safeguards necessary to keep your personal financial information confidential and secure. PANNONE LOPES DEVEREAUX & WEST LLC will notify you of any changes in its ethical obligations applicable to your confidential information or in the firm practice with respect to discharging such obligations.

We value your trust and are firmly committed to protecting the security and privacy of information that you share with us.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056

[TDD: 222-2239]

RHODE ISLAND BOARD OF ELECTIONS

2012 JUL 16 AM 11:18

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Pare Corporation

NAME OF PERSON MAKING THIS AFFIDAVIT

8 Blackstone Valley Place, Lincoln, RI 02865

ADDRESS

401-334-4100

TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 1/27/2012 DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual \_\_\_ On Behalf of Business Entity [X]

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Pare Corporation

FEIN # 05-0349690

(Check One:) Corporation [X] Partnership \_\_\_ Sole Proprietorship \_\_\_ Other Business Entity \_\_\_

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES [X] NO \_\_\_

9. If yes, what is the name of state agency to which you are providing goods and/or services?

RIDOT, RIDEM

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES \_\_\_ NO [X]

If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

ownership interest in contracting party \_\_\_

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer \_\_\_

NAME OF GENERAL OFFICER, CANDIDATE FOR GENERAL OFFICE OR POLITICAL PARTY	DATE OF CONTRIBUTION	AMOUNT OF CONTRIBUTION	NAME OF CONTRIBUTOR	RELATIONSHIP TO CONTRACTING PARTY
Gov. Bruce Sundlun	9/1/94 PR	\$1,000	Larry Riggs	Owner/Officer
Gov. Bruce Sundlun	9/1/94 PR	\$ 500	George Palmisciano	Owner/Officer
House Democratic Committee	1/29/95 PR	\$ 100	Larry Riggs	Owner/Officer
Weygand Committee	6/24/96 PR	\$ 250	Larry Riggs	Owner/Officer
House Democratic Committee	2/22/97 PR	\$ 100	Larry Riggs	Owner/Officer
James S. Bennett	12/20/97 PR	\$ 250	Larry Riggs	Owner/Officer
James S. Bennett	12/21/97 PR	\$ 250	George Palmisciano	Owner/Officer
Weygand Committee	3/28/98 PR	\$ 200	Larry Riggs	Owner/Officer
Gov. Lincoln Almond	8/1/98 PR	\$1,000	Larry Riggs	Owner/Officer
Friends of John B. Harwood	2/3/01 PR	\$ 200	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/26/01 PR	\$ 100	Larry Riggs	Owner/Officer
James Bennett	10/25/01 PR	\$ 150	George Palmisciano	Owner/Officer
Jack Reed	6/18/02 PR	\$ 150	Larry Riggs	Owner/Officer
John Harwood	2/7/02 PR	\$ 200	Larry Riggs	Owner/Officer
James Bennett	3/12/02 PR	\$1,000	George Palmisciano	Owner/Officer
James Bennett	3/19/02 PR	\$1,000	Larry Riggs	Owner/Officer
James Bennett	6/7/02 PR	\$ 500	Kenneth DeCosta	Officer
James Bennett	6/8/02 PR	\$ 500	Demi Riggs	Spouse of Owner
James Bennett	8/15/02 PR	\$ 500	Demi Riggs	Spouse of Owner
Friends of Patrick Lynch	6/5/03 PR	\$ 150	Larry Riggs	Owner/Officer
Langevin Committee	8/8/03 PR	\$ 150	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/21/04 PR	\$ 150	Larry Riggs	Owner/Officer
Langevin for Congress	3/12/05 PR	\$ 200	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	2/27/06 PR	\$ 150	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	9/10/06 PR	\$ 300	Larry Riggs	Owner/Officer
Governor Carcieri	9/17/06 PR	\$ 100	George Palmisciano	Owner/Officer
Reginald Centracchio	11/2/06 PR	\$ 50	Kenneth DeCosta	Owner/Officer
Caprio Committee	11/5/09 PR	\$ 100	Kenneth DeCosta	Owner/Officer
Friends of Patrick Lynch	12/17/09 PR	\$ 250	Kenneth DeCosta	Owner/Officer
Caprio for Governor	3/18/10 PR	\$ 100	George Palmisciano	Owner/Officer
Caprio for Governor	6/29/10 PR	\$ 250	Larry Riggs	Owner/Officer
Friends of Patrick Lynch	6/30/10 PR	\$ 100	Kenneth DeCosta	Owner/Officer
Chris Little for Attorney General	7/17/10 PR	\$ 100	Larry Riggs	Owner/Officer
Chafee for Governor	8/17/10 PR	\$ 250	Larry Riggs	Owner/Officer
Caprio for Governor	8/24/10 PR	\$ 250	Larry Riggs	Owner/Officer
Chafee for Governor	8/10/10 PR	\$ 250	Kenneth DeCosta	Owner/Officer
Chafee for Governor	8/15/10 PR	\$ 250	George Palmisciano	Owner/Officer

Pare Corporation (REPORT July 2012)

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>P.O. #</u>
RIDOT	12/9/2011 CA	170,000.00	3206753
RIDOT	1/6/2012 CA	66,515.96	70A00226930A
RIDEM	1/27/2012 PO	19,320.00	3264831
RIDOT	1/31/2012 CA	253,816.87	70A202354
RIDOT	3/23/2012 CA	12,976.39	70A00226930A
RIDOT	4/4/2012 CA	96,238.28	70A00342429
RIDOT	4/4/2012 CA	6,414.37	70A00226930A
RIDEM	4/10/2012 PO	16,454.00	3273735
RIDOT	4/25/2012 CA	48,391.78	70A00226930A
RIDOT	4/25/2012 CA	97,676.98	70A00226930A
RIDOT	4/30/2012 CA	62,237.34	70A00260021
	<b>TOTAL</b>	<b>850,041.97</b>	

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

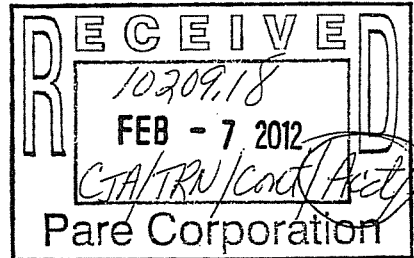
Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Purchase Order No. 3206753  
R.I. Contract No. 2010-ET-013  
Original PO Date 10-15-2010  
Requisition No. 1203215  
CA No. 03

Project: On-Call Traffic Design Consultant C-2  
City/Town: Statewide, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 03



Total Increase/Decrease: \$170,000.00

Acct No / Budget Code	F. A. P. No.	Amount	%
1 12.70.3900110.02.634100	FAP1 <del>HSP-406 FUND</del>	AMT1 170,000.00 <del>136,000.00</del>	100% FEDERAL
2 12.70.3885101.09.634100	FAP2 STATE MATCH	AMT2 34,000.00	<del>20% STATE</del>
3	FAP3 STP-SBPB DA	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

12/9/11 [Signature]  
Date Consultant/Contractor

1/24/12 [Signature]  
Date Director of Transportation

Pre-Audit	Data Entry

1/27/12 [Signature]  
Date State Purchasing Agent/Authorized Agent

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

NOTICE OF CHANGE/CONTRACT ADDENDUM

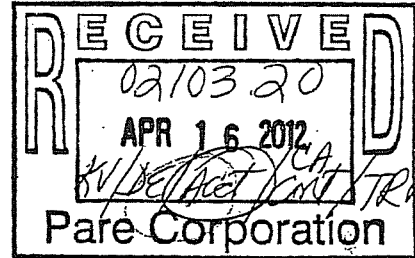
FEIN: 05-0349690  
Consultant: Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A  
R.I. Contract No. 2001-EB-006  
Original PO Date 01/03/02  
Requisition No. R70A006980  
CA No. ~~33~~ 33

Project: Comprehensive Bridge Rehab. Program Grp. 6  
City/Town: Cranston, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 33



Total Increase/Decrease: \$66,515.96

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 0.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	20% STATE
3 1270.39001102.634100	FAP3 BRO-BCDR(010)	AMT3 53,212.77	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 13,303.19	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7 1270.39001102.634100	FAP7 BRO-BCDR(009)	AMT7 0.00	80% FEDERAL
8 1270.38851019.634100	FAP8 STATE MATCH	AMT8 0.00	20% STATE

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

Date: 1/6/12 Consultant/Contractor: [Signature] 4/12/12

Date: 1/3/12 Director of Transportation: [Signature]

Date: 2/3/12 State Purchasing Agent/Authorized Agent: [Signature] 2/12/12

Pre-Audit	Data Entry
[Signature]	[Signature]

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

PARE CORPORATION  
8 BLACKSTONE VALLEY PL  
LINCOLN, RI 02865  
United States

RECEIVED  
FEB 10 2012  
BY JMB, KH, ACCT  
12/13/00

REPAIRS TO FLOATING DOCKS & UTILITIES  
AT WICKFORD MARINE BASE (DEM)

Award  
Number:  
3264831

Effective Period:  
27-JAN-12 - 30-JUN-12

S H I P P I N G I T E M	DEM PLANNING & DEVELOPMENT 235 PROMENADE ST, SUITE 330 PROVIDENCE, RI 02908 United States	Date: 27-JAN-12 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor #: 1149	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH-FLOOR SMITH ST PROVIDENCE, RI 02908 United States

Department	Type of Requisition	Bid Number	Requisition Number
DEM		N/A	1245016
Line	Item	Item Description	Unit Price

Line	Item	Item Description	Unit	Unit Price
		1/27/12 - 6/30/12 DESIGN REPAIRS TO FLOATING DOCKS AND UTILITIES AT WICKFORD MARINE BASE, NORTH KINGSTOWN, RI NOT TO EXCEED - \$19,320.00		
1		APA-10922 - 1/27/12-6/30/12 - PRINCIPAL	Hour	160
2		APA-10922 - 1/27/12-6/30/12 - MANAGING ENGINEER	Hour	145
3		APA-10922 - 1/27/12-6/30/12 - SENIOR ENGINEER	Hour	95
4		APA-10922 - 1/27/12-6/30/12 - PRINCIPAL ENVIRONMENTAL SCIENTIST	Hour	115
5		APA-10922 - 1/27/12-6/30/12 - ENVIRONMENTAL SCIENTIST	Hour	75
6		APA-10922 - 1/27/12-6/30/12 - ELECTRICAL PRINCIPAL ENGINEER	Hour	145
7		APA-10922 - 1/27/12-6/30/12 - ELECTRICAL SENIOR ENGINEER	Hour	115
8		APA-10922 - 1/27/12-6/30/12 - CAD OPERATOR/DESIGNER  PER THE ATTACHED 9/20/11 PROPOSAL SUBMITTED BY PARE CORPORATION  AGENCY CONTACT: JAMES MCGINN - (401) 222-2776 x 4313  SUPPLIER TELEPHONE # (401) 334-4100 SUPPLIER FAX # (401) 334-4108	Hour	85

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

# VENDOR



review meeting, we will incorporate comments into a final Bid Document. We will provide one hard copy and one electronic copy of the Bid Documents.

### Task 3 – Construction Phase Services

During the bid phase, we will attend a Pre-Bid meeting, and provide minutes of this meeting as well as any addenda required for the project. Following the selection of a Contractor, we will attend a pre-construction conference, review Contractor product data and submittals, and attend two construction progress meetings and one final project meeting. Review of construction for quality control and adherence to the Contract Documents will be carried out at these meetings. As-built drawings will be provided during project close-out.

## ANTICIPATED PROJECT SCHEDULE

The following milestones are anticipated for this Project.

Kickoff Meeting	Week 1
Submit Site Condition Memorandum	Week 2
Preliminary Design Complete and Meeting (Including Opinions of Probable Cost)	Week 4
Submit Permit Filings	Week 5
Submit 100% Complete Drawings (CRMC comments added when received)	Week 7
Submit Bid Documents	Week 8
RIDEM Meeting	Week 7 to Week 8



**WICKFORD MARINE BASE - FLOATING DOCK UPGRADES  
PRICE PROPOSAL**

*prepared for: RIDEM Planning and Development*

<i>Task</i>	<i>Principal</i>	<i>Managing Engineer</i>	<i>Senior Engineer</i>	<i>Prin Environmental Scientist</i>	<i>Environmental Scientist</i>	<i>Electrical Principal Engineer</i>	<i>Electrical Senior Engineer</i>	<i>CAD Operator/Designer</i>	<i>Total Required Hours</i>	<i>Expenses (mileage, reproduction, etc.)</i>	<i>Total Costs (including expenses)</i>
	160.0	145.0	95.0	115.0	75.0	145.0	115.0	85.0			
<b>TASK 001 PRELIMINARY DESIGN</b>									<b>57.0</b>		<b>\$ 6,340.00</b>
A. Review Available Information		2.0	2.0						4.0		\$ 480.00
B. Kick-Off Meeting		4.0	4.0	2.0			3.0		13.0		\$ 1,535.00
C. Prepare Existing Condition Memorandum		2.0	6.0						8.0		\$ 860.00
D. Prepare Design Basis Memorandum		2.0	4.0						6.0		\$ 670.00
E. Prepare 30% Complete Drawings	1.0					1.0	7.0	12.0	21.0		\$ 2,130.00
F. Attend Review Meeting		3.0					2.0		5.0		\$ 665.00
<b>TASK 002 FINAL DESIGN &amp; PREPARATION OF BID DOCUMENTS</b>									<b>88.0</b>		<b>\$ 8,555.00</b>
A. Prepare Permit Filings				6.0	15.0				21.0		\$ 1,815.00
B. Prepare Final Design		4.0	20.0				2.0	16.0	42.0		\$ 4,070.00
C. Attend Review Meeting		3.0					2.0		5.0		\$ 665.00
D. Prepare Bid Documents	1.0	2.0	8.0				1.0	8.0	20.0		\$ 2,005.00
<b>TASK 003 CONSTRUCTION PHASE SERVICES</b>									<b>40.0</b>		<b>\$ 4,425.00</b>
A. Attend Pre-Bid Meeting		3.0							3.0		\$ 435.00
B. Prepare Addenda			4.0						4.0		\$ 380.00
C. Attend Pre-Construction Conference		3.0							3.0		\$ 435.00
D. Attend 3 Progress Meetings	1.0	3.0	8.0				3.0		15.0		\$ 1,700.00
E. Review Contract Submittals			8.0			1.0	2.0		11.0		\$ 1,135.00
F. Prepare As-Built Drawings								4.0	4.0		\$ 340.00
<b>Project Totals</b>	<b>3.0</b>	<b>31.0</b>	<b>64.0</b>	<b>8.0</b>	<b>15.0</b>	<b>2.0</b>	<b>22.0</b>	<b>40.0</b>	<b>185.0</b>	<b>\$ -</b>	<b>\$ 19,320.00</b>

Pare Corporation



**Contract Terms and Conditions**

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THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE

#### CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056)

#### ARRA 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, 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](http://www.purchasing.ri.gov).

#### TERMS AND CONDITIONS OF PRICING AGREEMENT

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, 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. 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.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation  
8 Blackstone Valley Place  
Lincoln, RI 02865

Purchase Order No. 70A202354

R.I. Contract No. 2000-ET-025

Original PO Date 12/6/2000

Requisition No. 51554

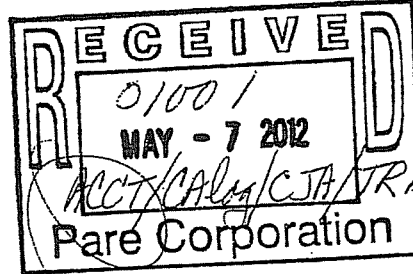
CA No. 7

Contract (K)

Project: High Hazard Ramps - Interstate C-1

City/Town: Statewide

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 7



Total Increase/Decrease: \$253,816.87

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39000102.634100	FAP1 STP-0202 (096)	AMT1 203,053.50	80 Federal
2 1270.38851019.634100	FAP2 State Match	AMT2 50,763.37	20 State
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

1/31/12 [Signature]  
Date Consultant/Contractor

2/9/12 [Signature]  
Date Director of Transportation

Pre-Audit	Data Entry

2/9/12 [Signature]  
Date State Purchasing Agent/Authorized Agent

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A

R.I. Contract No. 2001-EB-006

Original PO Date 01/03/02

Requisition No. R70A006980

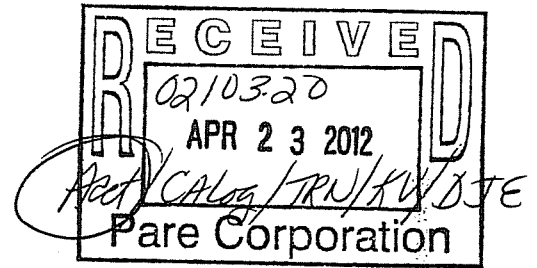
CA No. 38

Project: Comprehensive Bridge Rehab. Program Grp. 6

Contract (K)

City/Town: Cranston, Rhode Island

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 38



Total Increase/Decrease: \$12,976.39

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 0.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	20% STATE
3 1270.39001102.634100	FAP3 BHO-BCDR(010)	AMT3 10,381.11	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 2,595.28	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7 1270.39001102.634100	FAP7 BRO-BCDR(009)	AMT7 0.00	80% FEDERAL
8 1270.38851019.634100	FAP8 STATE MATCH	AMT8 0.00	20% STATE

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

3/23/12 [Signature]  
Date Consultant/Contractor

4/4/12 [Signature]  
Date Director of Transportation

4/10/12 [Signature]  
Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
[Signature]	[Signature]

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

Handwritten notes and dates: 4/9/12, 4/10/12, etc.



NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Purchase Order No. 70A00342429

R.I. Contract No. 2006-EH-009

Original PO Date 01/05/2006

Requisition No. R70D043778

CA No. 15

Consultant:

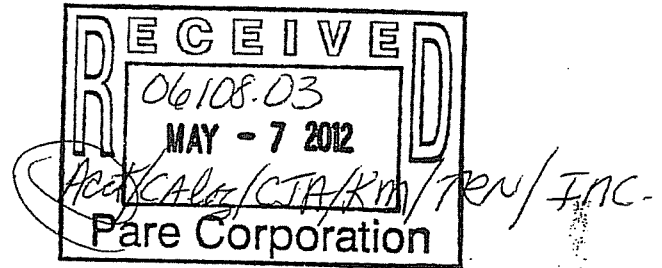
Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Project: 1R Highway Improvements-Old Rte.102 (Victory Hwy)

Contract (K)

City/Town: Burrillville

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 15



Total Increase/Decrease: \$96,238.28

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 STP-DESN(001)	AMT1 76,990.62	80
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 19,247.66	20
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

4/4/12 [Signature] Date Consultant/Contractor

4/13/12 [Signature] Date Director of Transportation

4/26/12 [Signature] Date State Purchasing Agent/Authorized Agent

Pre-Audit	Data Entry
	4/13/12

- COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A

R.I. Contract No. 2001-EB-006

Original PO Date 01/03/02

Requisition No. R70A006980

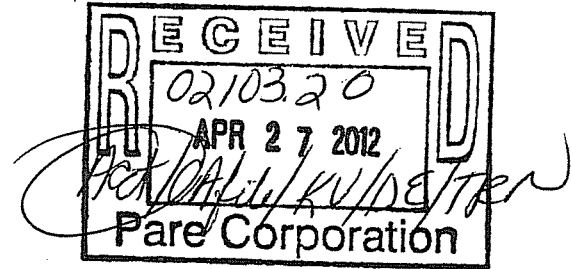
CA No. 39

Project: Comprehensive Bridge Rehab. Program Grp. 6

Contract (K)

City/Town: Cranston, Rhode Island

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 39



Total Increase/Decrease: \$6,414.37

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 0.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	20% STATE
3 1270.39001102.634100	FAP3 BHO-BCDR(010)	AMT3 5,131.50	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 1,282.87	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7 1270.39001102.634100	FAP7 BRO-BCDR(009)	AMT7 0.00	80% FEDERAL
8 1270.38851019.634100	FAP8 STATE MATCH	AMT8 0.00	20% STATE

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

4/4/12 [Signature] Date Consultant/Contractor

4/11/12 [Signature] Date Director of Transportation

Pre-Audit	Data Entry

4/11/12 [Signature] Date State Purchasing Agent/Authorized Agent

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing





# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

RECEIVED  
APR 16 2012  
BY: MA-JMB, ACCT

PARE CORPORATION  
8 BLACKSTONE VALLEY PL  
LINCOLN, RI 02865  
United States

PREPARATION OF EMERGENCY ACTION  
PLANS (EAPs) FOR 5 STATE OWNED DAMS  
(DEM)  
  
Award  
Number 3273735  
Effective Period:  
10-APR-12 -30-JUN-12

S H I P P I N G I N F O R M A T I O N	DEM-PLANNING & DEVELOPMENT 235 PROMENADE ST, SUITE 330 PROVIDENCE, RI 02908 United States	Date: 10-APR-12 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor #: 1149	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States

Department	Type of Requisition	Bid Number	Requisition Number	
DEM		N/A	1265241	
Line	Item	Item Description	Unit	Unit Price

		4/10/12 - 6/30/12 PREPARATION OF EMERGENCY ACTION PLANS (EAPs) FOR FIVE (5) STATE-OWNED DAMS NOT TO EXCEED - \$16,454.00		
1		APA-11145 - 4/10/12-6/30/12 - ENGINEERING TECHNICIAN - SALARY & FRINGE BENEFITS	Hour	75
2		APA-11145 - 4/10/12-6/30/12 - ENGINEER - SALARY & FRINGE BENEFITS	Hour	85
3		APA-11145 - 4/10/12-6/30/12 - SENIOR ENGINEER - SALARY & FRINGE BENEFITS	Hour	95
4		APA-11145 - 4/10/12-6/30/12 - PROJECT ENGINEER - SALARY & FRINGE BENEFITS	Hour	115
5		APA-11145 - 4/10/12-6/30/12 - PROJECT ENGINEER II - SALARY & FRINGE BENEFITS	Hour	125
6		APA-11145 - 4/10/12-6/30/12 - SENIOR PROJECT ENGINEER - SALARY & FRINGE BENEFITS	Hour	130
7		APA-11145 - 4/10/12-6/30/12 - MANAGING ENGINEER - SALARY & FRINGE BENEFITS	Hour	145
8		APA-11145 - 4/10/12-6/30/12 - PRINCIPALS & OFFICERS - SALARY & FRINGE BENEFITS	Hour	160
9		APA-11145 - 4/10/12-6/30/12 - PLANNER/SCIENTIST - SALARY & FRINGE BENEFITS	Hour	75
10		APA-11145 - 4/10/12-6/30/12 - SENIOR PLANNER/SCIENTIST - SALARY &	Hour	90

STATE PURCHASING AGENT  
*Lorraine A. Hynes*  
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

VENDOR

# CONTRACT TERMS AND CONDITIONS



**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC. MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein; (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

**EQUAL OPPORTUNITY COMPLIANCE**

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

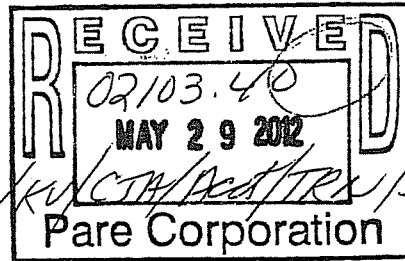
Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓  
R.I. Contract No. 2001-EB-006 ✓  
Original PO Date 01/03/02  
Requisition No. R70A006980  
CA No. 41 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6  
City/Town: Smithfield, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 41 ✓



Total Increase/Decrease: \$48,391.78 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 0.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	20% STATE
3 1270.39001102.634100	FAP3 BHO-BCDR(010)	AMT3 38,713.42	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 9,678.36	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7 1270.39001102.634100	FAP7 BRO-BCDR(009)	AMT7 0.00	80% FEDERAL
8 1270.38851019.634100	FAP8 STATE MATCH	AMT8 0.00	20% STATE

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

4/25/12 [Signature] Date Consultant/Contractor

5/1/12 [Signature] Date Director of Transportation

4/25/12 [Signature] Date State Purchasing Agent/Authorized Agent

DC 5/23/12

960 5/15/12

Pre-Audit	Data Entry
VWD	5612

NOTICE OF CHANGE/CONTRACT ADDENDUM

FEIN:

05-0349690

Consultant:

Pare Corporation  
8 Blackstone Valley Place  
Lincoln, Rhode Island 02865

Purchase Order No. 70A00226930A ✓

R.I. Contract No. 2001-EB-006 ✓

Original PO Date 01/03/02

Requisition No. R70A006980

CA No. 40 ✓

Project: Comprehensive Bridge Rehab. Program Grp. 6

City/Town: Smithfield, Rhode Island

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 40 ✓

RECEIVED  
02103.40  
MAY 29 2012  
Pare Corporation

Total Increase/Decrease: \$97,676.98 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39001102.634100	FAP1 BRM-BCDR(008)	AMT1 0.00	80% FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 0.00	20% STATE
3 1270.39001102.634100	FAP3 BHO-BCDR(010)	AMT3 78,141.58	80% FEDERAL
4 1270.38851019.634100	FAP4 STATE MATCH	AMT4 19,535.40	20% STATE
5 1270.39001102.634100	FAP5 BHO-0134(002)	AMT5 0.00	80% FEDERAL
6 1270.38851019.634100	FAP6 STATE MATCH	AMT6 0.00	20% STATE
7 1270.39001102.634100	FAP7 BRO-BCDR(009)	AMT7 0.00	80% FEDERAL
8 1270.38851019.634100	FAP8 STATE MATCH	AMT8 0.00	20% STATE

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

4/25/12 [Signature]

Date Consultant/Contractor

Date Director of Transportation

Pre-Audit	Data Entry
[Signature]	[Signature]

5/10/12

Date State Purchasing Agent/Authorized Agent

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

NOTICE OF CHANGE/CONTRACT ADDENDUM

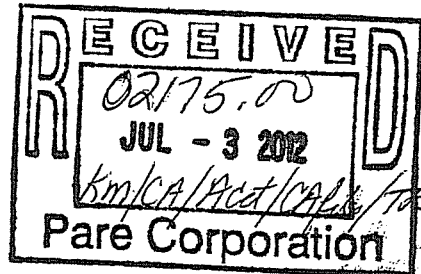
FEIN: 05-0349690  
 Consultant: Pare Corporation  
 8 Blackstone Valley Place  
 Lincoln, RI 02865

Purchase Order No. 70A00260021 ✓  
 R.I. Contract No. 2002-E1-008 ✓  
 Original PO Date 11/20/02  
 Requisition No. R70A007095  
 CA No. 20 ✓

Project: Metropolitan Prov. Bike Facility Site Assess. Cont.  
 City/Town: Statewide

Contract (K)

This CA represents work and/or changes contained in the attached Report of Change (ROC) No. 20 ✓



Total Increase/Decrease: \$62,237.34 ✓

Acct No / Budget Code	F. A. P. No.	Amount	%
1 1270.39000102.634100	FAP1 HHP-1827(003)	AMT1 49,789.87	80 FEDERAL
2 1270.38851019.634100	FAP2 STATE MATCH	AMT2 12,447.47	20 STATE
3	FAP3	AMT3	
4	FAP4	AMT4	
5	FAP5	AMT5	
6	FAP6	AMT6	
7	FAP7	AMT7	
8	FAP8	AMT8	

This document is an addendum to the original contract, therefore, the work referenced above shall be performed as required under the original contract and in accordance with any supplementary or special provisions pertinent thereto.

4/30/12 [Signature]  
 Date Consultant/Contractor

[Signature]  
 Date Director of Transportation

Pre-Audit	Data Entry
VPA	6-4-12

6/5/12 [Signature]  
 Date State Purchasing Agent/Authorized Agent

COPIES: 1. White - Agency 2. Yellow - Business Management 3. Pink - Consultant 4. Goldenrod - Purchasing

12 OCT -1 AM 11: 24

September 20, 2012

State of Rhode Island  
Board of Elections  
Campaign Finance Division  
50 Branch Avenue  
Providence, RI 02904

Dear Sir/Madame:

Enclosed please find affidavits prepared by the law firm of Partridge Snow & Hahn LLP in compliance with Chapter 17-27 of the General Laws of Rhode Island relating to Political Contributions by State Vendors. Once you have reviewed these documents, please do not hesitate to contact me should you have any questions.

Sincerely,



Mary Beth Lombardi  
Controller

Enclosures

1542757\_1



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
BOARD OF ELECTIONS  
CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401)222-2056 [TDD: 222-2239]

RHODE ISLAND  
BOARD OF ELECTIONS

12 OCT -1 AM 11:24

AFFIDAVIT OF STATE VENDOR  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and **MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF**. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

-----  
Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Mary Beth Lombardi  
NAME OF PERSON MAKING THIS AFFIDAVIT  
180 South Main Street, Providence, RI 02903  
ADDRESS  
(401) 861-8200  
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 06/12/2012  
DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A  
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.
5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual  On Behalf of Business Entity
6. If on behalf of a business entity, what is the name and nature of the business entity?  
Name of Business Entity Partridge Snow & Hahn LLP FEIN # 05-0436543  
(Check One:) Corporation  Partnership  Sole Proprietorship  Other Business Entity
7. If "other business entity" is checked above, what is the nature of such business entity?  
\_\_\_\_\_
8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES  NO
9. If yes, what is the name of state agency to which you are providing goods and/or services?  
\_\_\_\_\_
10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES  NO
11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party \_\_\_\_\_  
(b) executive officer of contracting party \_\_\_\_\_

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer \_\_\_\_\_

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party \_\_\_\_\_

Address \_\_\_\_\_

State Agency \_\_\_\_\_

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO \_\_\_\_\_

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES \_\_\_\_\_ NO \_\_\_\_\_

15. If the answer to question 14 is "yes" provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name \_\_\_\_\_ Address \_\_\_\_\_ Relationship to Contracting Party \_\_\_\_\_

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO \_\_\_\_\_

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
--	-----------------------------	-------------------------------	----------------------------	--

See Exhibit I

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
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See Exhibit II

TOTAL GROSS AMOUNT: \$ \_\_\_\_\_

Partridge Snow & Hahn LLP

by: Mary Beth Lovelace  
Signature of Person Making the Affidavit  
Controller

State of Rhode Island  
County of Providence

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 27th day of September, 2012

Rosa M. Almeida  
Signature of Notary or Other Person Authorized to Administer Oaths

Rosa M. Almeida  
Printed Name of Notary or Other Person Authorized to Administer Oaths  
My commission expires 8/25/13

Eugene G. Bernardo II  
(401) 861-8211  
egb@psh.com

June 12, 2012

Louis J. Saccoccio, Esq.  
General Counsel  
University of Rhode Island  
Office of the General Counsel  
Green Hall  
35 Campus Avenue  
Kingston, RI 02881-0819

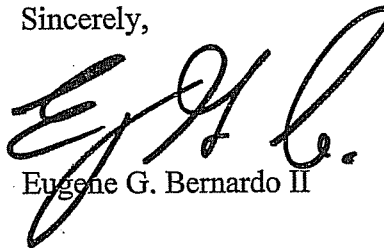
Re: Engagement for Legal Services for Fiscal Year Ending June 30, 2013

Dear Mr. Saccoccio:

Per the request of your office, attached is the replacement letter to the June 5, 2012 engagement letter which includes Ms. Antonelli.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Eugene G. Bernardo II

EGB:nah  
Enclosure

cc: Ronald Cavallaro, Esq.

1635440\_1/2516-15

June 12, 2012

Louis J. Saccoccio, Esq.  
General Counsel  
University of Rhode Island  
Office of the General Counsel  
Green Hall  
35 Campus Avenue  
Kingston, RI 02881-0819

**RE: Engagement for Legal Services for Fiscal Year  
Ending June 30, 2013**

Dear Lou:

This letter sets forth the terms upon which we will provide legal representation to the University of Rhode Island ("URI") and the Board of Governors for the Higher Education ("Board of Governors") for the period through June 30, 2013.

**Scope of Work**

We will provide legal representation to URI and the Board of Governors as requested with respect to all aspects regarding tax and ERISA issues, including deferred compensation and cafeteria plans, as well as other issues related to compliance with federal, state and local tort law, regulations or ordinances.

**Termination of Legal Representation**

You may terminate our representation at any time, with or without cause, by written notification. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

Partridge Snow & Hahn LLP may withdraw from representing you if anything occurs which would impair the effective continuation of our relationship, including significant disagreement concerning the proper handling of your matter.

**Payment for Services**

In accordance with RIGL §37-2-70(b), the rate of compensation provided herein will not exceed the rate of compensation charged by this firm to its preferred public or private clients. Eugene G. Bernardo II will be the principal lawyer and supervising counsel. His hourly billing rate will be \$370. Mr. Bernardo will be assisted primarily by David C. Morganelli (\$325 per hour); Kimberly McCarthy (\$395 per hour); Normand G. Benoit (\$420 per hour); James H. Hahn (\$420 per hour) and Patricia Antonelli (\$370 per hour). Legal assistants will be billed at \$135 per hour. These fees are exclusive of any customary disbursements and out-of-pocket expenses we may incur.

We also hereby certify that in accordance with RIGL §37-2-70(a)(4), all attorneys who are used by the firm who perform legal services hereunder will have the appropriate professional licensing, will be competent to perform such services as reflected by formal training, education, and experience in providing the required services, and that we will have the ability to perform the services as reflected by workload and availability of adequate personnel, equipment and facilities to perform the services expeditiously.

We acknowledge the 15% reduction in our fee for legal services rendered on behalf of the public higher education system per the "Licht Memorandum" so-called.

Monthly invoices for both fees and disbursements will be rendered with a breakdown by attorney and legal assistant time, a description of the specific service performed along with a daily log of hours billed. Our monthly invoice will also include normal and customary out-of-pocket costs relating to this matter. Payment for services will be due within thirty (30) days of invoicing, although we may mutually agree to extend that period if a bond closing is forthcoming and our fees are to be paid out of the closing proceeds.

If the foregoing terms of this engagement are acceptable to you, please so indicate by signing and returning the enclosed additional copy of this letter, retaining an original for your files.

PARTRIDGE SNOW & HAHN LLP

By: 

Eugene G. Bernardo II, Esquire

ACCEPTED AND APPROVED:

University of Rhode Island

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

Louis J. Saccoccio, Esq.  
June 12, 2012  
Page 3

Rhode Island Board of Governors for Higher Education

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

cc: Ronald Cavallaro, Esq.

1629443\_2/2516-15

206180  
07-Sep-12

Partridge Snow & Hahn LLP  
**POLITICAL CONTRIBUTION SUMMARY**  
July 1, 2010 to June 30, 2012

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Jeremy Kapstein	7/10	PR	\$100	Patricia Antonelli
Gina Raimondo	8/10	PR	\$100	Patricia Antonelli
Stephen Costantino	9/10	PR	\$100	Patricia Antonelli
Catherine Taylor	10/10	PR	\$100	Patricia Antonelli
Jeremy Kapstein	7/10	PR	\$75	Normand G. Benoit
Christopher Little	10/10	PR	\$200	Normand G. Benoit
Elizabeth Roberts	10/10	PR	\$200	Normand G. Benoit
Catherine Taylor	10/10	PR	\$200	Normand G. Benoit
Lincoln Chafee	12/10	PR	\$250	Normand G. Benoit
Gina Raimondo	8/10	PR	\$500	Eugene G. Bernardo
Catherine Taylor	10/10	PR	\$150	Eugene G. Bernardo
Stephen Costantino	9/10	PR	\$50	Eugene G. Bernardo
Elizabeth Roberts	9/10	PR	\$250	Jennifer Cervenka
Elizabeth Roberts	10/10	PR	\$150	Jennifer Cervenka
Stephen Costantino	9/10	PR	\$250	Jennifer Cervenka
Lincoln Chafee	9/10	PR	\$200	Jennifer Cervenka
Catherine Taylor	10/10	PR	\$250	Jennifer Cervenka
Gina Raimondo	7/10	PR	\$200	Melissa E. Darigan
Jeremy Kapstein	7/10	PR	\$75	Melissa E. Darigan
Gina Raimondo	8/10	PR	\$250	Melissa E. Darigan
Lincoln Chafee	9/10	PR	\$200	Melissa E. Darigan
Catherine Taylor	10/10	PR	\$150	Melissa E. Darigan
Erik Wallin	10/10	PR	\$250	Melissa E. Darigan
Lincoln Chafee	12/10	PR	\$250	Melissa E. Darigan
Catherine Taylor	8/10	PR	\$200	Deborah DiNardo
Catherine Taylor	10/10	PR	\$50	Deborah DiNardo
Lincoln Chafee	8/10	PR	\$200	Deborah DiNardo
John Robitaille	9/10	PR	\$150	Deborah DiNardo
Stephen Costantino	8/10	PR	\$50	Deborah DiNardo
Stephen Costantino	9/10	PR	\$100	Michael A. Gamboli
Lincoln Chafee	9/10	PR	\$200	Michael A. Gamboli
Lincoln Chafee	9/10	PR	\$200	David M. Gilden
Stephen Costantino	9/10	PR	\$50	David M. Gilden
Lincoln Chafee	9/10	PR	\$100	Jeffrey H. Gladstone
John Robitaille	10/10	PR	\$150	Jeffrey H. Gladstone
Catherine Taylor	10/10	PR	\$150	Jeffrey H. Gladstone
Stephen Costantino	9/10	PR	\$200	Jeffrey H. Gladstone
Catherine Taylor	8/10	PR	\$200	Jeffrey H. Gladstone
Jeremy Kapstein	7/10	PR	\$200	James H. Hahn
Stephen Costantino	8/10	PR	\$200	James H. Hahn
Kevin O'Neill	9/10	PR	\$100	James H. Hahn
Dawson Hodgson	9/10	PR	\$100	James H. Hahn
Christoher Otti	9/10	PR	\$100	James H. Hahn
Doug Gablinske	9/10	PR	\$100	James H. Hahn
Michael Marcello	9/10	PR	\$100	James H. Hahn
John Robitaille	10/10	PR	\$500	James H. Hahn

206180  
07-Sep-12

Partridge Snow & Hahn LLP  
**POLITICAL CONTRIBUTION SUMMARY**  
July 1, 2010 to June 30, 2012

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A	Date of Contribution		Amount of Contribution	Name of Contributor
Catherine Taylor	10/10	PR	\$250	James H. Hahn
Lincoln Chafee	12/10	PR	\$500	James H. Hahn
Catherine Taylor	10/10	PR	\$100	Charles A. Lovell
John Robitaille	10/10	PR	\$100	Charles A. Lovell
Kerry King	8/10	PR	\$250	Charles A. Lovell
Stephen Costantino	9/10	PR	\$100	Charles A. Lovell
Lincoln Chafee	9/10	PR	\$250	Howard Merten
Lincoln Chafee	7/10	PR	\$100	David Morganelli
Frank Caprio	8/10	PR	\$200	David Morganelli
Catherine Taylor	11/10	PR	\$100	David Morganelli
Stephen Costantino	10/10	PR	\$100	David Morganelli
Catherine Taylor	10/10	PR	\$100	James W. Ryan
Stephen Costantino	9/10	PR	\$100	James W. Ryan
Jeremy Kapstein	7/10	PR	\$250	Kathleen A. Ryan
John Robitaille	9/10	PR	\$100	Kathleen A. Ryan
Lincoln Chafee	9/10	PR	\$100	Kathleen A. Ryan
Catherine Taylor	9/10	PR	\$890	Kathleen A. Ryan
Stephen Costantino	9/10	PR	\$50	Kathleen A. Ryan
Jeremy Kapstein	7/10	PR	\$100	Steven E. Snow
Kerry King	9/10	PR	\$100	Steven E. Snow
Catherine Taylor	11/10	PR	\$200	Steven E. Snow
Lincoln Chafee	9/10	PR	\$100	Robert K. Taylor
Erik Wallin	7/10	PR	\$200	Robert K. Taylor
John Robitaille	10/10	PR	\$250	Robert K. Taylor
Stephen Costantino	9/10	PR	\$100	Robert K. Taylor
Lincoln Chafee	5/11	PR	\$100	Michael A. Kehoe
Lincoln Chafee	5/11	PR	\$500	James H. Hahn
Brian Newberry	4/11	PR	\$75	James H. Hahn
Lincoln Chafee	5/11	PR	\$250	Melissa E. Darigan
Lincoln Chafee	4/11	PR	\$250	Normand G. Benoit
Lincoln Chafee	1/11	PR	\$125	Theodore B. Howell
Lincoln Chafee	4/11	PR	\$250	Deborah DiNardo
Lincoln Chafee	5/11	PR	\$100	Jennifer Cervenka
Lincoln Chafee	5/11	PR	\$500	David M. Gilden
Lincoln Chafee	5/11	PR	\$250	Jeffrey H. Gladstone
Lincoln Chafee	5/11	PR	\$200	Howard Merten
David Pellegrino	10/11	PR	\$100	Patricia Antonelli
David Pellegrino	10/11	PR	\$50	Charles A. Lovell
David Pellegrino	10/11	PR	\$100	James H. Hahn
Gina Raimondo	9/11	PR	\$250	James H. Hahn
Lincoln Chafee	12/11	PR	\$500	James H. Hahn
Lincoln Chafee	12/11	PR	\$500	Dana Hahn
Lincoln Chafee	12/11	PR	\$500	David Gilden
Lincoln Chafee	12/11	PR	\$200	Michael Gamboli
Lincoln Chafee	11/11	PR	\$150	Deborah DiNardo
David Pellegrino	11/11	PR	\$50	Deborah DiNardo



206180  
07-Sep-12

Partridge Snow & Hahn LLP  
**POLITICAL CONTRIBUTION SUMMARY**  
July 1, 2010 to June 30, 2012

Exhibit I

Name of General Officer, Candidate for General Office, Political Party, General Assembly Member or Candidate for G/A -----	Date of Contribution -----		Amount of Contribution -----	Name of Contributor -----
Lincoln Chafee	12/11	PR	\$250	Melissa E. Darigan
Lincoln Chafee	12/11	PR	\$250	Jennifer Cervenka
Lincoln Chafee	11/11	PR	\$250	Normand G. Benoit
Gina Raimondo	12/11	PR	\$500	Normand G. Benoit
David Pellegrino	10/11	PR	\$50	Normand G. Benoit
David Pellegrino	10/11	PR	\$100	Robert K. Taylor
Lincoln Chafee	12/11	PR	\$100	Michael Kehoe
Lincoln Chafee	11/11	PR	\$250	Steven E. Snow
David Pellegrino	10/11	PR	\$50	Paul Kessimian
Lincoln Chafee	12/11	PR	\$250	Jeffrey H. Gladstone
Gina Raimondo	6/12		\$100	Patricia Antonelli
Gina Raimondo	6/12		\$1,000	Normand G. Benoit
Gina Raimondo	6/12		\$250	Jennifer Cervenka
Gina Raimondo	6/12		\$200	Melissa E. Darigan
David Bates	1/12		\$250	Melissa E. Darigan
Bill Sao Bento	5/12		\$100	Melissa E. Darigan
David Pellegrino	3/12		\$100	Melissa E. Darigan
Bill Walaska	4/12		\$100	Melissa E. Darigan
Michael McCaffrey	5/12		\$100	Melissa E. Darigan
Gina Raimondo	6/12		\$100	Michael A. Gamboli
Lincoln Chafee	3/12		\$200	David Gilden
Lincoln Chafee	5/12		\$500	David Gilden
Gina Raimondo	6/12		\$75	Jeffrey H. Gladstone
Frank Lombardi	3/12		\$150	Jeffrey H. Gladstone
Gina Raimondo	6/12		\$250	James H. Hahn
Brian Newberry	3/12		\$100	James H. Hahn
Gina Raimondo	6/12		\$100	Theodore B. Howell
Barry Hinckley	3/12		\$200	Charles A. Lovell
Gina Raimondo	6/12		\$100	David Morganelli
Gina Raimondo	6/12		\$150	Howard Merten
Gina Raimondo	6/12		\$250	Richard Nadeau

206180  
27-Sep-12

Partridge Snow & Hahn LLP  
**CONTRACTS WITH THE STATE OF RHODE ISLAND**  
July 1, 2010 - June 30, 2012

Exhibit II

<u>STATE AGENCY</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT OF CONTRACT</u>
Narragansett Bay Commission	7/10	Depends upon work required.
Rhode Island Housing and Mortgage Finance Corp.	7/10	Depends upon work required.
RI Public Finance Management Board	8/10	Depends upon work required.
RI Department of Admin/RI DOT	12/10	Depends upon work required.
RI Attorney General's Office	12/10	Depends upon work required.
RI Economic Development Corp	1/11	Depends upon work required.
RI College Foundation	3/11	Depends upon work required.
State of RI General Treasurer	5/11	Depends upon work required.
University of RI/Board of Governors for Higher Education	5/11	Depends upon work required.
Narragansett Bay Commission	7/11	Depends upon work required.
State of RI General Treasurer	8/11	Depends upon work required.
University of RI/Board of Governors for Higher Education	8/11	Depends upon work required.
RI Department of Transportation	9/11	Depends upon work required.
RI Department of Administration	10/11	Depends upon work required.
RI Public Finance Management Board	12/11	Depends upon work required.
University of RI/Board of Governors for Higher Education	6/12	Depends upon work required.

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND BOARD OF ELECTIONS

12 JUL 27 AM 11:15

AFFIDAVIT OF STATE VENDOR UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5,000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5,000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5,000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5,000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in #16. The affidavit, when filed will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Howard G. Sutton, President, The Providence Journal Company
NAME OF PERSON MAKING THIS AFFIDAVIT

75 Fountain Street, Providence, RI 02902
ADDRESS

(401) 277-7520
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring The filing of this affidavit? [Such contract must be filed with this affidavit.] Various DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5,000 threshold? Various - 2012 DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the terms or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity? Name of Business Entity The Providence Journal Company FEIN # 05-0481988

(Check One:) Corporation X Partnership Sole Proprietorship: Other Business Entity:

7. If "other business entity" is checked above, what is the nature of such business entity?  
 \_\_\_\_\_
8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES  NO \_\_\_\_\_
9. If yes, what is the name of state agency to which you are providing goods and/or services?  
 \_\_\_\_\_  
 Various
10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES \_\_\_\_\_ NO \_\_\_\_\_
11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?  
 (a) 10% or greater ownership interest in contracting party \_\_\_\_\_ (c) spouse or minor child of contracting party, or of 10%  
 (b) executive officer of contracting party \_\_\_\_\_ or greater owner, or of executive officer \_\_\_\_\_
12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.  
 Name of Contracting Party \_\_\_\_\_ Not Applicable  
 Address \_\_\_\_\_  
 State Agency \_\_\_\_\_
13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES  NO \_\_\_\_\_
14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES \_\_\_\_\_ NO \_\_\_\_\_
15. If the answer to question 14 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.  
Name Address Relationship to Contracting Party

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5,000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES \_\_\_\_\_ NO

[If you checked "NO" above, do not attach a copy of the state contract or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]


<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
--	---------------------------------	-----------------------------------	--------------------------------	--

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date of which is 24 months prior to the first day of the same semi-annual period.

State Agency                                      Date of Contract                                      Amount of Contract                                      FEIN #                                      P.O. #

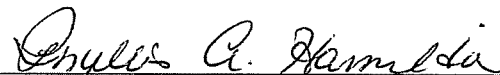
TOTAL GROSS AMOUNT: \$    in excess of \$5,000

Howard G. Sutton, President  
The Providence Journal Company

  
\_\_\_\_\_  
Signature of Person Making the Affidavit

State of                      Rhode Island  
County of                      Providence

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 16<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
Signature of Notary or Other Person Authorized to Administer Oaths

Phyllis A. Hamilton  
\_\_\_\_\_  
Printed Name of Notary or Other Person Authorized to Administer Oaths

My Commission Expires: 4/10/2013

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

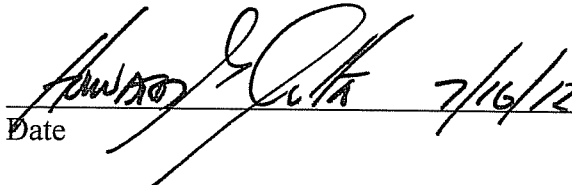
TEL. (401) 222-2056 [TDD: 222-2239]

NOTICE AND CERTIFICATION OF STATE VENDOR  
FOR RELIEF FROM MULTIPLE FILINGS

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 2012, it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

The Providence Journal Company  
State Vendor

By: Howard G. Sutton, President

  
Date

**NOTE:**

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State board of Elections for each calendar year no later than the date by which the first report to he Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.

BOARD OF ELECTIONS  
CAMPAIGN FINANCE DIVISION  
50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND  
BOARD OF ELECTIONS

AFFIDAVIT OF STATE VENDOR  
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

JUL 19 AM 10:20

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Habib Y. Gosai  
NAME OF PERSON MAKING THIS AFFIDAVIT

Nautic Partners, LLC 50 Kennedy Plaza Providence RI  
ADDRESS

(401) 278-6770  
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] March 30, 2001  
DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? \_\_\_\_\_  
DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual \_\_\_\_\_ On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Nautic Partners V, L.P. FEIN # 05-0511341

(Check One:) Corporation \_\_\_\_\_ Partnership  Sole Proprietorship \_\_\_\_\_ Other Business Entity \_\_\_\_\_

7. If "other business entity" is checked above, what is the nature of such business entity?  
\_\_\_\_\_

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES \_\_\_\_\_ NO \_\_\_\_\_

9. If yes, what is the name of state agency to which you are providing goods and/or services?

Rhode Island State Employees Fund

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES \_\_\_\_\_ NO \_\_\_\_\_

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party \_\_\_\_\_  
(b) executive officer of contracting party

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer \_\_\_\_\_

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party Nautic Partners V, LP.  
Address 50 Kennedy Plaza Providence RI 02903  
State Agency Rhode Island State Employees Fund

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES  NO

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES  NO

15. If the answer to question 14 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship to Contracting Party

See Attached

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 ( Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES  NO

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

Name of General Officer, Candidate for General Office, or Political Party Date of Contribution Amount of Contribution Name of Contributor Relationship to Contracting Party

18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

State Agency Date of Contract Amount of Contract Fein # P.O.#

TOTAL GROSS AMOUNT: \$ 0

[Signature]  
Signature of Person Making the Affidavit

State of  
County of

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 18<sup>th</sup> day of July, 2012.

Katelyn S. Prosnitz  
Signature of Notary or Other Person Authorized to Administer Oaths

Katelyn S. Prosnitz  
Printed Name of Notary or Other Person Authorized to Administer Oaths



Officers of Nautic Management V, L.P. the  
General Partner of Nautic Partners V, L.P.  
June 30, 2012

<u>Name</u>	<u>Title</u>
Robert Van Degna	Managing Director
Habib Y. Gorgi	Managing Director
Bernard V. Buonanno III	Managing Director
Scott F. Hilinski	Managing Director
Michael W. Joe	Managing Director/Chief Compliance Officer
Christopher J. Crosby	Principal
Bradley B. Wightman	Principal
Cynthia L. Balasco	Senior Vice President & CFO
Charles R. Bartolini	Vice President
Edward Resnick, Jr.	Vice President
Glen Stevenson	Tax Director
John L. Marcos III	Assistant Controller - Funds

BOARD OF ELECTIONS  
CAMPAIGN FINANCE DIVISION  
50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND  
BOARD OF ELECTIONS

## AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND JUL 19 AM 10:20

## Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

-----  
Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Habib Y. Gorgi  
NAME OF PERSON MAKING THIS AFFIDAVIT

Nautic Partners, LLC 50 Kennedy Plaza Providence RI 02903  
ADDRESS

(401) 278-6770  
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] May 1, 2007  
DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? \_\_\_\_\_  
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual  On Behalf of Business Entity

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity Nautic Partners VI, L.P. FEIN # 20-5455960

(Check One:) Corporation  Partnership  Sole Proprietorship  Other Business Entity

7. If "other business entity" is checked above, what is the nature of such business entity?  
\_\_\_\_\_

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES  NO

9. If yes, what is the name of state agency to which you are providing goods and/or services?

Employee Retirement System of the State of RI

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES  NO

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party   
(b) executive officer of contracting party

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer

12. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party Nautic Partners VI, L.P.

Address 50 Kennedy Plaza Providence RI 02903

State Agency Employees Retirement System of the State of R.I.

13. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES  NO

14. If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? YES  NO

15. If the answer to question 14 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship:

Name Address Relationship to Contracting Party

See Attached

16. Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES  NO

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

17. If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
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18. What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
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TOTAL GROSS AMOUNT: \$ 0

[Signature]  
Signature of Person Making the Affidavit

State of  
County of

18th day of July, 2012  
Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this

Katelyn S. Prosnitz  
Signature of Notary or Other Person Authorized to Administer Oaths

Katelyn S. Prosnitz  
Printed Name of Notary or Other Person Authorized to Administer Oaths

Officers of Nautic Management VI, L.P. the  
General Partner of Nautic Partners VI, L.P.  
June 30, 2012

<u>Name</u>	<u>Title</u>
Habib Y. Gorgi	Managing Director
Bernard V. Buonanno	Managing Director
Scott F. Hilinski	Managing Director
Michael W. Joe	Managing Director
Christopher J. Crosby	Managing Director
Bradley B. Wightman	Managing Director
Douglas C. Hill	Managing Director
Cynthia L. Balasco	Senior Vice President & CFO
Christopher Corey	Vice President
Jim Beakey	Vice President
Christopher Pierce	Vice President
Edward Resnick, Jr.	Vice President
Charles R. Bartolini	Vice President
Glen Stevenson	Tax Director