

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RF#PNumber:** 7448470A2  
**Bid/RF#PTitle:** RE-ROOFING & RELATED ROOF REPAIRS, KNIGHT CAMPUS, CCRI - ADDENDUM 2 (6 PG.  
**OpeningDate & Time:** 5/10/2011 2:15 PM  
**RIVIP Vendor ID #:** [REDACTED]  
**Vendor Name:** Gorman Roofing Inc.  
**Address:** 10 Ann & Hope Way  
P.O. Box 266  
Cumberland, RI 02864  
USA  
**Telephone:** 401/728-2851  
**Fax:** 401/728-6702  
**E-Mail:**  
**Contact Person:** Raymond Gorman  
**Title:** President  
**R.I. Foreign Corp #:**

\*\*\*NOTICE TO VENDORS\*\*\*

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/Law10/Law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>. See Question #11 below for further instructions regarding RLDOT Highway and Bridge Construction projects.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations became final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

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

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLETE with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, substantial of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RF#P/OI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed callout specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.  
**Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.**

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

#### 2.4. PREVAILING WAGE; OSHA and APPRENTICESHIP.

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

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

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

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

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

### SECTION 4 – CONTRACT PROVISIONS

#### 4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

Revised: 3/21/11

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholdin g if payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

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

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 - CERTIFICATIONS AND DISCLOSURES  
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS  
Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes(Y) or No (N):

1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).

2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?

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

4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".

5. I/we certify that the above vendor information is correct and complete.

6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.

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

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

10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.rigov](http://www.purchasing.rigov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

11. **NEW REQUIREMENT - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases". It is further understood that any bid or proposal in excess of One million Dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Life program only - Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Life compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Life software is defined in the Division of Purchases "Rules, Regulations and General Conditions of Purchases" §12.102.05 (Preparation of Proposal), as adopted on December 15, 2010 and January 11, 2011.**

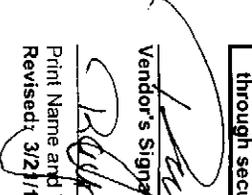
For further information, please see R.I. Gen. Laws § 37-2-18 and specific instructions at [www.purchasing.rigov](http://www.purchasing.rigov).

**IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.**

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments; (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 5-10-11

  
Raymond Gorman, President

Roof Replacement - Knight, Main Bldg.  
C.C.R.I. - 09-04 (REVISED)  
February, 2011

00300-1

DOCUMENT 00300

BID FORM

Date: 5-10-11

To: The Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, Rhode Island 02908

Project: Re-Roofing & Related Roof Repairs at the Knight Campus, Main Building,  
Warwick, RI for the Community College of Rhode Island

Submitted By: Gorman Roofing Inc  
(include Bidder's  
address, tel. & FAX  
nos., and License no.  
if applicable) 1040+Hawley, PO Box 266, Cumberland, RI 02864  
401-728-2851 Fax 401-728-6702

1. BASE BID PRICES: Contract LIC: 5940 Gorman Roofing LIC: 1702

Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work at the site/building for the Base Bid Price indicated below, subject to additions and deductions according to the terms of the Contract Documents (drawings and specifications).

A. Base Bid Price: Two million, one hundred ninety-eight thousand,  
(Written, and Eighty eight, 500/100  
six hundred and 00/100 dollars Numerically

We have included the following Allowance(s) from Division 1, Section 01020 of the Specifications in the above Bid Sum:

- A. Contingency Cash Allowance: ----- \$75,000.00
- B. Testing Allowance: ----- \$ 12,500.00
- C. Roof Drain Inspection Allowance: ----- \$ 20,000.00

We propose to modify the above Bid sum by the following amounts, as identified by numbered Alternates specified in Section 01100 of the Technical Specifications, and as may be selected by the Owner.

Bid Alternate No. 1, deduct \$ 770,000.00

PART OF ADDENDUM NO. 2

Roof Replacement - Knight, Main Bldg.

00300-2 (REVISED)

C.C.R.I. - 09-04 (REVISED)  
February, 2011

We propose the following Unit Prices for specific portions of the Work as listed below:

Contractor's Unit Price Note: The following Unit Prices are intended to provide the Owner with predetermined prices should changes to the Base Bid Contract be required. The Owner reserves the right to include any Unit Price Item for adding or deleting work. The Contractor agrees to modify his Base Bid by the shown amount. The prices herein established, include the net cost plus overhead and profit.

A. Add to the Base Bid Price, the cost to remove and dispose the three (3) large (china cap) structural skylights (C.C.S.S.) and provide three new C.C.S.S. at the Knight Campus Main Building. NOTE: If this work is implemented, the Contractor shall provide shop drawings relative to the new work and in accordance with these Contract Documents. All shop drawings shall bear the seal of a Rhode Island licensed structural engineer. Provide all materials and work necessary for a complete and proper installation.

ALLOW: \$ 12,000.00 each

B. Add to or deduct from the applicable Base Bid Price, the cost to provide mortar restoration in accordance with Section 04105, herein:

ALLOW: \$ 16.00 /sq. ft.

ALLOW: \$ 4.00 /l.f.

C. Add to or deduct from the applicable Base Bid Price, the cost to clean and waterproof existing masonry in accordance with the Contract Documents.

ALLOW: \$ 2.75 /sq. ft.

D. Add to or deduct from the applicable Base Bid Price, the cost to provide the Liquid-Applied Rubber Membrane (L.A.R.M.) in accordance with Section 07510, herein

ALLOW: \$ 4.50 /sq. ft.

E. Add to or deduct from the applicable Base Bid Price, the cost to provide the elastomeric coating in accordance with Section 09830, herein

ALLOW: \$ 3.00 /sq. ft.

We have included the required Bid security in compliance with the "Invitation to Bid"

**Roof Replacement – Knight, Main Bldg.**

00300-3

**C.C.R.I. - 09-04 (REVISED)**  
February, 2011

**2. ACCEPTANCE**

- A. This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:
  - 1.) Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bidders".
  - 2.) Furnish the required bonds in compliance with amended provisions of the "Instructions to Bidders".
  - 3.) Commence Work upon receipt of Purchase Order.
- B. If this Bid is accepted within 60 days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.
- C. In the event our Bid is not accepted within 60 days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

**3. CONTRACT TIME**

- A. If the Base Bid is accepted, we will achieve Substantial Completion of the work in sixty (60) calendar days from receipt of a Purchase Order. Final completion of the work shall be thirty (30) calendar days thereafter. Total contract time shall be ninety (90) calendar days.

**4. LIQUIDATED DAMAGES, In as much as Time is of the Essence:**

- A. If we fail to achieve certification of Final Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Final Completion as follows:  
\$500.00 per calendar day per Contract.
- B. In addition to the Liquidated Damages indicated, the Contractor shall reimburse the Architect and the Architect's applicable consultants at \$175.00 per hour for any and all time applied to the applicable contract that exceeds the date of Final Completion unless otherwise agreed via written correspondence prior to the final date of completion of the work.

**5. INCENTIVE PAYMENT:**

- A. If we succeed in achieving certification of Final Completion before the expiration of the agreed upon Contract Time indicated above, we acknowledge we will be credited with an Incentive Payment for each calendar day remaining between the date of Final Completion Certification and the expiration of the agreed upon Contract Time, as follows:  
\$400.00 per calendar day, up to a maximum incentive payment of \$4,000.00.

Roof Replacement – Knight, Main Bldg.

00300-4

C.C.R.I. - 09-04 (REVISED)

February, 2011

6. ADDENDA

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

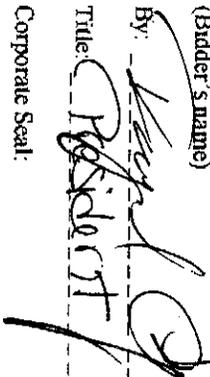
Addendum No. 1, dated 4-14-11

Addendum No. 2, dated 4-26-11 etc.

7. BID FORM SIGNATURES

Berman Roofing Inc  
(Bidder's name)

By:

  
Title: President

Corporate Seal:

END OF DOCUMENT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Gorman Roofing, Inc.

(Here insert full name and address or legal title of Contractor)

P. O. Box 266, 10 Ann & Hope Way, Cumberland, Rhode Island 02864

as Principal, hereinafter called the Principal, and

International Fidelity Insurance Company

(Here insert full name and address or legal title of Surety)

800 Hingham Street, Suite 205S, Rockland, Massachusetts 02370

a corporation duly organized under the laws of the State of New Jersey

as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island, Department of Administration

(Here insert full name and address or legal title of Owner)

Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908

as Oblige, hereinafter called the Oblige, in the sum of

5% of Bid Amount Dollars (        5%        ),

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

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Re-Roofing and related roof repairs at the Knight Campus, Main Building, Warwick, RI for the Community College of Rhode Island

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

Signed and sealed this        10th        day of May, 2011.

Gorman Roofing, Inc.

(Principal)

(Seal)

*Henry Young*  
(Witness)

*Raymond Gorman, President*  
(Seal)

International Fidelity Insurance Company

(Surety)

(Seal)

*Ellen J. Young*  
(Witness)

*Ellen J. Young*  
(Title)

Attorney-In-Fact