

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7449377A2
Bid/RFP Title: GRAVE MARKER REESTABLISHMENT OF TRUE LINES & GRADES, DHS - ADDENDUM 2 (1
Opening Date & Time: 2/14/2012 2:00 PM
RIVIP Vendor ID #: 4715
Vendor Name: Central Nurseries, Inc.
Address: 1155 Atwood Ave.
Johnston, RI 02919
USA
Telephone: 401-942-7511
Fax: 401-943-6598
E-Mail: office@centralnurseries.com
Contact Person: Paul Pagliarini
Title: President
R.I. Foreign Corp #:

*****REVISED NOTICE TO VENDORS*****

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) 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 SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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

SECTION 2 - REQUIREMENTS

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

Section 2.1 - RULES FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

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

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

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

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

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

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

Indicate Yes (Y) or No (N):

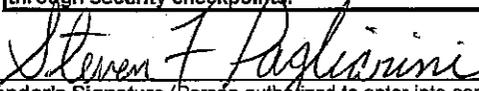
- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 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.
- Y 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".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. NEW REVISED REQUIREMENT-IMPORTANT!!! I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

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

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

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 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.)
STEVEN F. PAGLIARINI, EXECUTIVE VICE PRESIDENT

Date 02-14-12

R-1 01:31.2012

Rhode Island Veterans Memorial Cemetery

BID FORM

TO: State of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

PROJECT: Rhode Island Veterans Memorial Cemetery
301 South Country Trail
Exeter, RI 02822
Headstone Raise/Realign & Surface Renovation Project

DATE: 02-14-12

SUBMITTED BY: CENTRAL NURSERIES, INC.

(Include Address, PO BOX 19477
JOHNSTON RI 02919

Tel. no. and license

No. as applicable)

401-942-7511 License #7870

R-1 01.31.2012

1. BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and in the Contract Documents prepared by Gates, Leighton & Associates, Inc. (GLA) for the above-mentioned project, we, the undersigned, hereby propose to enter into a Contract to perform the Work for the sum of:

Two Million seven hundred sixty eight thousand five hundred thirty two dollars & 20/100.

(written)

\$ 2,768,532.20

(numerically)

Bidder shall initial and verify in the affirmative below.

JH
JH

YES

1. We have included the required Bid Security in compliance with the Instructions to Bidders.

YES

2. We have downloaded the BIDDERS CERTIFICATION COVER FORM and have emailed the completed form and answered question #11.

3. Indicate Receipt of Addenda, Number, and Date.

#1. 01-17-12

#2. 02-02-12

R-1 01.31.2012

2. UNIT PRICES

1. Headstones: Inventory, remove and reset headstones, including raising, lowering headstones and realigning flat headstones. Approximate quantity: 6,551.

\$ 163.00 per each

Once hundred sixty three dollars & 00/100
\$ _____ per each

(written)

2. Surface/Turf: Ground surface renovation and re-establishment of 287,360 Square Yards (approximately) of turf.

\$ 0.22 per Square Foot.

\$ Twenty two cents _____ Square Foot.

(written)

3. Soil replacement: Remove and replacement of approximately 20,000 Cubic Yards of unsuitable soils with specified borrow.

\$ 71.00 per Cubic Yard.

\$ Seventy one dollars _____ per Cubic Yard.

(written)

4. Loam: Furnish and install approximately 5,000 Cubic Yards of loam at 6" depth.

\$ 43.50 per Cubic Yard.

\$ Forty Three dollars and 50/100 cents _____ per Cubic Yard.

(written)

3. CONTRACT TIME

If this bid is accepted, we (Contractor) shall commence work within ten days of notice to proceed. Work shall be completed within 1,095 calendar days.

R-1 01.31.2012

4. ACCEPTANCE

This Bid shall be irrevocably open to acceptance for 90 days from the Bid closing date. If this Bid is accepted by the Owner within 90 days we (Contractor) shall:

Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bidders.

Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.

Commence work within seven (7) days after receipt of a Purchase Order.

If this bid is accepted within 90 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 to the amount of lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within 90 days, the required security deposit shall be returned to the undersigned in compliance with provisions of the "instruction to Bidders"; unless a mutually satisfactory arrangement is made in writing for its retention of validity for an extended period of time.

5. BID FORM SIGNATURES

STEVEN F. PAGLIARINI
EXECUTIVE VICE PRESIDENT
(Bidders' Printed Name)

CORPORATE SEAL:

By: Steven F. Pagliarini

(Signature)

Title: EXECUTIVE VICE PRESIDENT

License Number: 7870

END OF SECTION

R-1 01.31.2012

BID PRICE SCHEDULE: Contractor shall furnish all equipment, parts, materials, labor and supervision necessary to "Raise, Realign & Reset" flat headstones, certain monuments and to perform ground surface renovation/re-establish turf at The Rhode Island Veterans Memorial Cemetery, 201 South Country Trail, Exeter, RI 02822, Phone: 401-268-3038, Fax: 401-295-8797.

The Contractor shall complete all work within 1095 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions, and schedules of the contract.

The Rhode Island Veterans Memorial Cemetery (RIVMC) reserves the right to make award for all or any portion of the Base Bid work based on availability of funding throughout the duration of this contract. Contractor agrees that work shall commence immediately upon written authorization to proceed with the Base Bid work. The Contractor's quotation shall include a price for each Contract Line Item Number (CLIN) noting a unit price, a total price for the quantity of each. Unit prices given under this request for quotations shall be all inclusive containing (unit prices for materials, unit prices for labor, any labor burden or fringes, any associated travel costs, profit, overhead, etc.). Evaluation for award purposes will be based on the total aggregate price.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
01	Reset, Raise, Lower, Realign & Backfill Flat Headstones	6551	Ea.	\$ 163.00	\$ 1,067,813.00
02	Ground surface renovation and re-establishment of turf	287,360	SF	\$ 0.22	\$63,219.20
03	Remove and replace unsuitable soils with specified borrow	20,000	CY	\$71.00	\$1,420,000.00
04	F&I loam @ 6" depth	5,000	CY	43.50 \$ _____	217,500.00 \$ _____
GRAND TOTAL COST:					2,768,532.20 \$ _____

The Contractor estimates 42 Flat Headstones will be completed per day.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

B 1111157

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That **Central Nurseries, Inc.**

1155 Atwood Avenue Johnston, RI 02919 (hereinafter called the Principal)
as Principal, and the **SELECTIVE INSURANCE COMPANY OF AMERICA**, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety,

are held and firmly bound unto **State of Rhode Island and Providence Plantations, Department of Administration One Capital Hill Providence, RI 02908**

(hereinafter called the Obligee)

in the full and just sum of **5 % Percent of the Total Bid Amount**
(**5 %**), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **27th** day of **January** A.D. **2012** .

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to the Principal for

Grave Marker ReEstablishment of True Lines & Grades

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Central Nurseries, Inc.

WITNESS:

(If individual or Firm)

(SEAL)

(SEAL)

Steven F. Peltier
Vice Pres Principal

ATTEST:

[Signature]

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA

By: *[Signature]*

Attorney-in-Fact
Leigh A Peltier



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 111157

POWER OF ATTORNEY

Public Bid

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Leigh A Peltier**

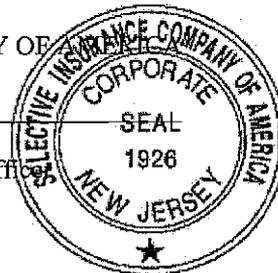
, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **One Million Dollars (\$1,000,000.00)**

Signed this 27th day of January, 2012

SELECTIVE INSURANCE COMPANY OF AMERICA

By: *Dennis L. Barger*

Dennis L. Barger
Its SVP, Chief Underwriting Officer



CERTIFIED COPY

STATE OF NEW JERSEY :

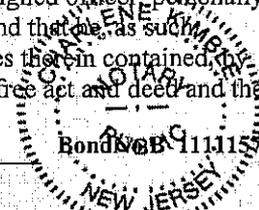
:ss. Branchville

COUNTY OF SUSSEX :

On this 27th day of January, 2012 before me, the undersigned officer, personally appeared Dennis L. Barger, who acknowledged himself to be the Senior Vice President of SICA, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2016

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 27th day of January, 2012

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.



SELECTIVE®

**ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:**

SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: **BOND CLAIMS**
40 Wantage Avenue
Branchville, NJ 07890

Telefax: (973) 948-0918

Phone: (973) 948-3000 EXT 2176

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that to be certified an act of terrorism the event must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

Coverage for acts of terrorism is already included in your current bond. In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage for terrorist acts certified under that Act.

DISCLOSURE OF PREMIUM

Your current bond includes coverage for terrorist acts certified under the Act for no additional premium.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1111157

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2010, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$542,611,125	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

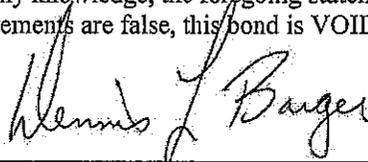
<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$54,261,000	July 1, 2011

(4) The amount of the bond to which this statement and certification is attached is \$ 1000000 .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Dennis L. Barger, as Senior Vice President, Chief Underwriting Officer, Commercial Lines for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Dennis L. Barger

(Printed name of certifying agent/officer)

Sr. Vice President, Chief Underwriting Officer, Commercial Lines
(Title of certifying agent/officer)

Dated: January 27th 2012
(month, day, year)