

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

**SECTION 1 - VENDOR INFORMATION**

Bid/RFPNumber: 7461419  
Bid/RFP Title: SURVEILLANCE SECURITY SYSTEM COMMUNITY COLLEGE OF RHODE ISLAND (92 PAGES)  
Opening Date & Time: 5/21/2013 10:45 AM  
RIVIP Vendor ID #: 67721  
Vendor Name: ENE SYSTEMS  
Address: 480 Neponset St  
Suite 11D  
Canton, MA 02021  
USA  
Telephone: 781-828-6770  
Fax: 781-828-5523  
E-Mail: japuzzi@enesystems.com  
Contact Person: Jerry Apuzzi  
Title: Projmgr  
R.I. Foreign Corp #:

**REVISED NOTICE TO VENDORS**

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

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](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 CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.**

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

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

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

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

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

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

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

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

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

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

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

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

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

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

### SECTION 3 - AWARD DETERMINATION

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

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

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

### SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

- N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

Y 11. **NEW REVISED REQUIREMENT\* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that **EFFECTIVE JANUARY 1, 2013** all **public works project** related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive.

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

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

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

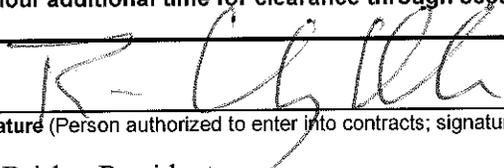
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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the 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.



Date May 20, 2013

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

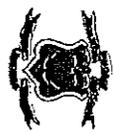
R. Lindsay Drisko, President Print  
Name and Title of company official signing offer

Bid Form  
 RFQ # 7461419  
Furnish Install SURVEILLANCE SECURITY SYSTEM CCRI

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Department of Administration  
 Tel: (401) 574-8100  
 Division of Purchases  
 Fax: (401) 574-8387  
 Capitol Hill  
 Website: www.purchasing.ri.gov  
 Providence, RI 02908

One



| Line                       | Description                 | Total System \$ | Five Year Warranty \$ |
|----------------------------|-----------------------------|-----------------|-----------------------|
| 1                          | LINCOLN CAMPUS              | 347,240.00      | 16,580.00             |
| 2                          | LINCOLN CAMPUS BOOKSTORE    | 14,648.00       | 702.00                |
| 3                          | PROVIDENCE CAMPUS           | 229,603.00      | 10,983.00             |
| 4                          | PROVIDENCE CAMPUS BOOKSTORE | 14,056.00       | 840.00                |
| 5                          | WARWICK CAMPUS BOOKSTORE    | 14,263.00       | 860.00                |
| Total all Campus Locations |                             | \$619,810.00    | \$29,965.00           |



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO. EXP. DATE

REGISTRANT'S NAME

36831 05/1/15

EHE SYSTEMS, INC.

AUTHORIZED REPRESENTATIVE

JERRY APUZZI

DRIVER'S LICENSE #

HA 548559554

EXECUTIVE DIRECTOR

*Jerry F. Haber*



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO. EXP. DATE

REGISTRANT'S NAME

36831 05/1/15

EHE SYSTEMS, INC.

AUTHORIZED REPRESENTATIVE

R. LINDSAY DRISKO

DRIVER'S LICENSE #

HA 575041771

EXECUTIVE DIRECTOR

*Jerry F. Haber*



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO. EXP. DATE

REGISTRANT'S NAME

36831 05/1/15

EHE SYSTEMS, INC.

AUTHORIZED REPRESENTATIVE

JOHN J. DOHERTY JR.

DRIVER'S LICENSE #

HA 541805117

EXECUTIVE DIRECTOR

*Jerry F. Haber*



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO. EXP. DATE

REGISTRANT'S NAME

36831 05/1/15

EHE SYSTEMS, INC.

AUTHORIZED REPRESENTATIVE

BRYAN J. WILLIAMS

DRIVER'S LICENSE #

HA 525422886

EXECUTIVE DIRECTOR

*Jerry F. Haber*



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO. EXP. DATE

REGISTRANT'S NAME

36831 05/1/15

EHE SYSTEMS, INC.

AUTHORIZED REPRESENTATIVE

KEVIN A. BLAITH

DRIVER'S LICENSE #

HA 557107871

EXECUTIVE DIRECTOR

*Jerry F. Haber*



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO. EXP. DATE

REGISTRANT'S NAME

36831 05/1/15

EHE SYSTEMS, INC.

AUTHORIZED REPRESENTATIVE

JERRY E. HABER JR.

DRIVER'S LICENSE #

RI 5171648

EXECUTIVE DIRECTOR

*Jerry F. Haber*

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

TELECOMM CORPORATION DATA TSC  
VIDEO TSC

LIC# 4983  
ENE SECURITY LLC  
JOHN J DOHERTY  
480 NEPONSET STREET STE 11D  
CANTON MA 02021

*Randall R. Andrews*  
Administrator

01/31/2014  
Expiration Date

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

TELECOM TECHNICIAN DATA TST

LIC# 5917  
KEVIN A BLAOTH  
17 BRANCH AVENUE  
NORTH SMITHFIELD RI 02896

*Kevin A. Blauth*  
Administrator

**03/31/2015**  
Expiration Date

**PHOTO I.D. REQUIRED  
WITH THIS LICENSE**

*Kevin Blauth*

**Not valid without signature.**

If found, please return to:

DLT, 1511 Pontiac Avenue, Cranston, RI 02920-0943  
Ph: (401) 462-8580 [www.dlt.ri.gov/proffregs](http://www.dlt.ri.gov/proffregs)

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

TELECOM TECHNICIAN DATA TST  
VIDEO TST

LIC# 6366  
JERRY E NABER  
106 MILL STREET #302  
WOONSOCKET RI 02895

*Ronald R. Ambrose*  
Administrator

11/30/2013  
Expiration Date

REFERENCES

**IP VIDEO SYSTEM**

Art Cabral  
City of Newton  
Public Buildings Department  
617-796-1602 (office)  
acabral@newtonma.gov

**EMERGENCY TELEPHONE**

Steve Squibb  
MBTA Boston  
617 790-4302  
ssquibb@newmarkkf.com

If additional reference or information is needed please contact us.

Thanks,

**Jerry Apuzzi**  
*Sales Engineer*

**ENE Systems, Inc.**

<http://www.enesystems.com>

Cell: 781-424-9095

Tel: 781-828-6770 x225

Fax: 781-821-5523



please consider the environment before printing this email

**ENE SYSTEM**

480 Neponset Street, 11D ■ Canton, MA 02021 ■ tel (781) 828-6770 ■ fax (781) 821-5523

1240 Pawtucket Avenue ■ East Providence, RI 02916 ■ tel (401) 431-1355

MA LICENSE: 1548C / S-LICENSE: SSCO 000970 / RI LICENSE: 4983TSC

[www.enesystems.com](http://www.enesystems.com)



**AIA**<sup>®</sup>

# Document A310<sup>TM</sup> - 2010

## Bid Bond

**CONTRACTOR:**

*Name, legal status and address)*

**ENE SYSTEMS, INC.**  
480 NEPONSET STREET, SUITE 11d  
Canton, MA 02021

**OWNER:**

*(Name, legal status and address)*

**STATE OF RHODE ISLAND**  
One Capitol Hill  
Providence, RI 02908

**SURETY:**

*(Name, legal status and principal place of business)*

**THE HANOVER INSURANCE COMPANY**  
440 LINCOLN STREET  
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)**

**BOND NUMBER: ENE122**

**PROJECT: SURVEILLANCE SECURITY SYSTEM, COMMUNITY COLLEGE OF RHODE ISLAND, KNIGHT, LINCOLN AND LISTON CAMPUS'S, LINCOLN, RI.**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of May, 2013.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
**ENE SYSTEMS, INC.**  
(Principal) (Seal)

  
\_\_\_\_\_  
**THE HANOVER INSURANCE COMPANY**  
(Surety) (Seal)  
(Title) Nancy L. Castonguay, ATTORNEY-IN-FACT

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Init.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Robert E. Shaw Jr., Nancy L. Castonguay, Heidi Rodzen, Michael W. Harjula and/or Joline L. Binette

of Lewiston, ME and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of October 2011.



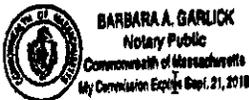
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mary Fitzgerald*  
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 10th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15TH day of MAY 2013

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President