

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548437A1  
**Bid/RFP Title:** RE-ROOFING AND EXTERIOR IMPROVEMENTS AT THE NEWPORT CAMPUS OF CCRI (3 PGS )  
**Opening Date & Time:** 3/27/2014 10:00 AM  
**RIVIP Vendor ID #:** 8522  
**Vendor Name:** Martone Service Company  
**Address:** 22 Sextant Lane  
Narragansett , RI 02882  
USA  
**Telephone:** (401) 792-3847  
**Fax:** (401) 792-3717  
**E-Mail:** mike@martonepainting.com  
**Contact Person:** Michael R. Martone  
**Title:** President  
**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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**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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

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. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.





State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387

**ADDENDUM # 1**

3/17/14  
Solicitation #7548437

*Title: Re-Roofing and Exterior Improvements at the Newport Campus of  
the Community College of Rhode Island*

**Submission Deadline: March 27, 2014 @ 10:00 AM (ET)**

Per the issuance of ADDENDUM # 1 the following are noted:

- Intent / Clarification
- Pre-Bid Attendance Sheet

*Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.*

**Gary P. Mosca**  
Senior Buyer

ADDENDUM NO. 1

**PART 1 - GENERAL**

1.1 INTENT

- A. This addendum forms a part of the Bid Documents dated January 28, 2014. The Bidder shall ascertain, prior to submitting a bid, that all Addenda have been reviewed and shall acknowledge confirmation thereof in the Bid Form.
  
- B. It is intended that all work affected by the following provisions shall conform to the original specifications and drawings accompanying same. Before submitting the Bid, the Contractor shall assure himself that all changes and interpretations covered by the contents herein are thoroughly understood and fully accounted for in the contract price.

**PART 2 – PROJECT MANUAL**

2.1 Section 00 41 00 – BID FORM:

*Clarification:* Scope of Work Item 20 concerning working hours. As stated, in this scope item, it may become necessary for work to be conducted during non-working hours due to disruptions of classes and the business activities of the College. This Vendor is to include all costs in their bid for working off hours (i.e. second, third shifts and weekends) when required. No additional compensation will be provided to the Vendor by the College.

**PART 3 – DRAWINGS**

**END OF ADDENDUM NO. 1**



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

**"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

BID NUMBER: 7548437  
 BID TITLE: Re-Roofing and Exterior Improvements at the Newport Campus of the Community College of Rhode Island  
 PRE-BID DATE AND TIME: 3/11/2014 @ 10:00 AM

Purchasing Representative:  
 Gary P. Mosca  
 PRE-BID START TIME:  
 10:00 AM  
 PRE-BID END TIME:  
 10:15 AM

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED FOR (Purchasing Use Only)
1 Nadeau Corporation	Sean Lamentigosa	777 Washington St South Attleboro, MA	dc@nadeaucorp.com	508-391-6776	508-391-7270	
2 Allphase Roofing	Ben Ramos	1225 Douglas Pike Smithfield	RRAMOS@AllphaseRoofing.com	401-231-2663		
3 NAFCO Inc	Dave Willcase	76 Beaudrieon St Warwick, RI 02886	dwillcase@gnard.com	(401) 641-9159	(401) 432-7770	
4 Dome Const	Bob DeLumare	174 Foundry St C.F. R.I.	bobdelumare@juno.com	401-733-2877	(401) 733-3039	
5 MANTONE Service Company	MIKE MARONE	27 SEPTANT LANE NARRAGANSETT, RI 02882	MIKE@MANTONESERVICECOMPANY.COM	401-792-3847	401-792-3717	
6 Stake Hill	Greg P. Mosca	One Capitol Hill Ave 450 East Ave	gpm@stakehill.com	401-574-8124		
7 C.C.C.T	Thamby Ryder	Warwick, RI	thamg@ccc.edu	401-825-1153	401-825-2328	
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**CCRI Newport Campus ReRoofing and Exterior Improvements**  
KITE Architects, Inc.  
KITE Project No. 1310.01

January 28, 2014

SECTION 00 41 00

BID FORM

DATE: March 27, 2014

BID TO: STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF PURCHASES  
ONE CAPITAL HILL  
PROVIDENCE, RHODE ISLAND 02908  
401-277-2317

PROJECT: COMMUNITY COLLEGE OF RHODE ISLAND  
NEWPORT CAMPUS  
NEWPORT, RHODE ISLAND 02840  
**Re-roofing and Exterior Improvements**

SUBMITTED BY: Martone Service Company, Inc.  
22 Sextant Lane  
Narragansett, Rhode Island 02882

TELEPHONE: (401)792-3847

FAX: (401)792-3717

CONTACT: Michael R Martone, President  
Name/Title

FEDERAL TAX 05-0491548

I.D. NUMBER 8522

LICENSE NO. 8294  
(If Applicable)

00 41 00 - 1  
BID FORM

**CONTRACTOR'S PROPOSAL** The undersigned Bidder agrees that he will contract with the Community College of Rhode Island to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid for Re-roofing and Exterior Improvements, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Invitation for Bids
- b. Instructions to Bidder
- c. Special Instructions to Bidders
- d. Bid Form
- e. Project Manual Dated January 28, 2014

Bidder acknowledges receipt (if applicable) of Addenda Number(s) 1, \_\_\_\_\_, and \_\_\_\_\_.

**The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein.** The Community College of Rhode Island reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Please check your calculations before submitting your Bid; the Community College of Rhode Island will not be responsible for Bidder's miscalculations.

**UNIT COSTS:**

1	Cost of repair/replacement of buckled or deformed existing plywood roof sheathing.	\$ <u>225.00</u> /Sheet 4 x 10 two hundred, twenty-five dollars 00/100
2	Cost to remove existing damaged 1 x 8 rake board and replace with new 1 x 8 rake board and crown molding. Include painting finish per spec section 09 91 13.	\$ <u>96.00</u> /LF Ninety-six dollars 00/100
3	Cost to remove existing damaged 1 x 8 fascia board and replace with new 1 x 8 fascia board. Include painting finish per spec section 09 91 13.	\$ <u>89.00</u> /LF Eighty-nine dollars 00/100
4	Cost to remove existing damaged 1 x 10 fascia board and crown molding at existing half round gutters and replace with new 1 x 10 fascia board and crown molding at half round gutters. Include painting finish per spec section 09 91 13.	\$ <u>110.00</u> /LF One hundred and ten dollar 00/100
5	Foreman Hourly Rate	\$ <u>79.00</u> /HR Seventy-nine dollars
6	Painter Hourly Rate	\$ <u>75.00</u> /HR Seventy-five dollars
7	Roofer Foreman Hourly Rate	\$ <u>125.00</u> /HR One hundred twenty- five dollars 00/100
8	Roofer Hourly Rate	\$ <u>100.00</u> /HR One hundred dollars
9	Bundle of Shingles	\$ <u>75.00</u> /EA. Seventy-five dollars

**PAY ITEM:**

1. Daily Clean Up  
1 Lump sum \$43,500.00  
Total Price in writing: Forty-three thousand, five hundred dollars 00/100
2. Removal of Existing Shingles  
1 Lump sum \$97,750.00  
Total Price in writing: Ninety-seven thousand, seven hundred fifty dollars 00/100
3. Removal of Existing Gutters and Flashing for Re-use  
1 Lump sum \$35,000.00  
Total Price in writing: Thirty-five thousand dollars 00/100
4. Installation of Weather Barriers  
1 Lump sum \$96,750.00  
Total Price in writing: Ninety-six thousand, seven hundred fifty dollars 00/100
5. Reinstallation of Existing Gutters and Flashing  
1 Lump sum \$35,000.00  
Total Price in writing: Thirty-five thousand dollars 00/100
6. Installation of New Shingles  
1 Lump sum \$106,350.00  
Total Price in writing: One hundred six thousand, three hundred fifty dollars 00/100
7. All Work at the Front Entrance Turret, Including but not Limited to Removal and Replacement of Wood and Painting to Match Existing.  
1 Lump sum \$116,585.00  
Total Price in writing: One hundred sixteen thousand, five hundred eight-five dollars 00/100
8. Removal of Existing and Installation of New 4 x 10 Sheathing  
20 Sheets  
Unit Price in writing: \$4,500.00  
Total Price in writing: Four thousand, five hundred dollars 00/100
9. Removal and Replace Existing 1 x 8 Fascia Board  
120 Linear Feet

Unit Price in writing: \$5,000.00

Total Price in writing: Five thousand dollars 00/100

10. Removal and Replace Existing 1 x 8 Rake Board and Crown Molding

200 Linear Feet

Unit Price in writing: \$7,000.00

Total Price in writing: Seven thousand dollars 00/100

11. Removal and Replace Existing 1 x 10 Fascia Board and Crown Molding at Existing Half Round Gutters

150 Linear Feet

Unit Price in writing: \$8,200.00

Total Price in writing: Eight thousand, two hundred dollars 00/100

**ALTERNATES:**

All items shall be completely filled out in writing

1. Substitute PVC Trim Material for all solid wood noted at South Entrance Turret.  
See details 1 thru 13 / Sheet A3, includes special paint.

Alternate Item 1 ADD / DEDUCT price in writing: 0.00

\*\*\*\*\*

**TOTAL Project Cost in writing:** \$545,635.00

Five hundred forty-five thousand, six hundred thirty-five dollars 00/100

Martone Service Company, Inc

---

Company Name of Bidder

22 Sextant Lane, Narragansett, RI 02882

---

Mailing Address (PO Box or street) Town, State, and Zip Code

Michael R Martone

---

Name of Authorized Representative



President

Signature

Title

Incorporated

---

Type of Business (Corp, Partnership, Sole Proprietorship)

401-792-3847

---

Telephone Number

401-792-3717

---

Facsimile

**DATES:**

Anticipated Award	February 24, 2014
Submission of all submittals	1 Week after Issuance of CCRI PO
Mobilize on Site	1 Week after Issuance of CCRI PO, subject to blackout dates
Complete All Work, Including Punch-list	95 Days after Issuance of CCRI PO, subject to blackout dates
Submit Closeout Documentation	95 Days after Issuance of CCRI PO, subject to blackout dates

**SCOPE OF WORK:**

1. Furnish all labor, materials and equipment to re-roof, add a roof gutter at the Auditorium roof and perform restoration work at the South Entrance Turret at the Newport Campus in accordance with the Specifications and Bid Documents (See summary of work section 01 10 00).
2. Completely remove the existing three tab shingle roof and underlayment. Include careful removal of all existing copper sheet metal flashing for reuse as part of the new roofing work.
3. Perform all necessary miscellaneous repair and preparation of the roof substrate for re-roofing.
4. Furnish all labor, materials and equipment to remove exterior existing damaged wood trim, curved wood fascia, crown molding, window mullion covers and sill trim at the South Entrance turret.
5. Install new wood trim, curved wood fascia, crown molding, window mullion covers and sill trim at the South Entrance turret in accordance with the drawings and specifications.

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

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**E-Mail:** mike@martonepainting.com  
**Contact Person:** Michael R. Martone  
**Title:** President  
**R.I. Foreign Corp #:**

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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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

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. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.



State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$60 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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NAME Martone Service Company, Inc

ADDRESS 22 Sextant Lane

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE Narragansett, RI 02882

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** – You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

SIGNATURE [Signature] TITLE President DATE 3/26/14 TEL NO. 401-792-3847

**BUSINESS DESIGNATION:**

Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
Partnership  Corporation  Trust/Estate  Legal Services Corporation

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** – Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



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

**General Contractor Apprenticeship Certification Form**

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

**Bid/RFP Number:** 7548437

**Bid/RFP Title:** Re-Roofing & Exterior Improvements at the Newport Campus  
CERI

**RIVIP Vendor ID#:** 8522

**Vendor Name:** Maetone Service Company Inc

**Address:** 22 Sextant Lane, Narragansett, RI 02882

**Telephone:** 401-792-3847

**Fax:** 401-792-3717

**E-Mail:** Mike@maetoneservicecompany.com

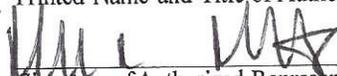
**Contact Person and Title:** Michael R Maetone, president

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

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

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

Michael Maestone President  
Printed Name and Title of Authorized Representative

  
Signature of Authorized Representative

March 26, 2014  
Date



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: Michael R. Martone

Title: Michael R Martone, President

Subscribed and sworn before me this 26 day of March, 2014

Jennifer Illuzzi

Notary Public

My commission expires: 2-22-16

JENNIFER ILLUZZI  
Notary Public-State of Rhode Island  
My Commission Expires  
February 22, 2016

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND  
CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

EXP. DATE

REGISTRATION NO.

02911 09/11/14

REGISTRANT'S NAME

ANTHONY J. SERVICE

AUTHORIZED REPRESENTATIVE

MICHAEL R. HARTMAN

DRIVER'S LICENSE #

RJ 0511004

EXECUTIVE DIRECTOR  
*Steph. J. Johnson*

Signature of Registrant

If found please return card to  
Department of Administration  
Rhode Island State Commission  
Ri Contractors' Registration and Licensing Board  
111 The Capitol Mall, 6th Floor  
Providence, RI 02905-5859

21722

13681168

This card is issued only to the contractor/registrant and may not be used by any other person.  
The card must be carried by the registrant at all times and must be presented to the Department of Administration, Ri Contractors' Registration and Licensing Board, Providence, RI, pursuant to Regulations of the General Law 58-67 et seq.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **MARTONE SERVICE CO., INC., 22 Sextant Lane, Narragansett, Rhode Island** as Principal, hereinafter called the Principal, and **NGM INSURANCE COMPANY** a corporation duly organized under the laws of the State of **Florida** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND**

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

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

WHEREAS, the Principal has submitted a bid for **CCRI Newport Campus; Re-roofing and Exterior Improvements at Newport Campus; Project No. 7548437**

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

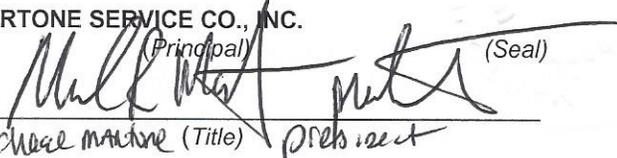
Signed and sealed this 27<sup>th</sup> of March, 2014

  
(Witness)

  
(Witness)

MARTONE SERVICE CO., INC.  
(Principal)

By:

  
Michael Martone (Title)

NGM INSURANCE COMPANY  
(Surety)

By:

  
Denise A. Chiarèse, (Title)

Attorney-in-Fact



06-0278633

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **David J Byrne III, Denise A Chianese, Charles A Byrne** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY By:

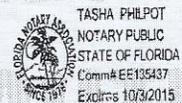
Bruce R Fox  
Assistant Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3<sup>rd</sup> day of January 2012.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

27<sup>th</sup> day of March 2014

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

