State of Rhode Island and Providence Plantations Contract Offer

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:	7549040
Bid/RFP Title:	DOT EXTERIOR BLOCK WALL REPAIRS & OFFICE COATINGS -D.O.T. MIDSTATE MAINTENANCE FACILITY (44 PGS)
Opening Date & Time:	10/23/2014 10:30 AM
RIVIP Vendor ID #:	19702
Vendor Name:	Packhem Painting Co.
Address:	168 Vineyard Road Warwick , RI 02889 USA
Telephone:	(401) 663-4249
Fax:	(401) 921-5299
E-Mail:	tdp105@verizon.net
Contact Person:	Tim Packhem
Title:	Owner
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.

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 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.

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. 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) 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.

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.

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 10/23/14

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

TIMOTHY PACKHEM / OWNER Print

Name and Title of company official signing offer

Request for Quote

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

CREATION DATE : 29-SEP-14
BID NUMBER: 7549040
TITLE: DOT MIDSTATE MAINTENANCE FACILITY BLOCK WALL REPAIRS AND COATINGS

BID CLOSING DATE AND TIME:23-OCT-2014 10:30:00

BUYER: Hill, Lisa
PHONE #: 401-574-8118

BILL TO
DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 230
SMITH ST
PROVIDENCE, RI 02903
US

SHIP TO
DOT MAINTENANCE BUSINESS OFFICE
360 LINCOLN AVE
WARWICK, RI 02888
US

Requistion Number: 1387824
Note to Bidders: A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE MIDSTATE FACILITY LOCATED AT 2400 NEW LONDON TURNPIKE, EAST GREENWICH AS FOLLOWS:
DATE: WEDNESDAY, OCTOBER 8, 2014
TIME: 9:00 A.M.

ALL QUESTIONS RELATIVE TO THIS SOLICITATION SHALL BE DIRECTED TO LISA HILL AT LISA.HILL@PURCHASING.RI.GOV

Line	Description	Quantity	Unit	Unit Price	Total
1	TOTAL COST TO PERFORM ALL BLOCK WALL AND COLUMN REPAIRS AND OFFICE FLOOR COATING REPAIR AND PROTECTION AT THE MIDSTATE FACILITY PER SPECIFICATIONS. PRICE IS TO INCLUDE FURNISHING ALL LABOR, MATERIALS EQUIPMENT, TOOLS, TRANSPORTATION AND INCIDENTAL SUPPLIES REQUIRED TO COMPLETE THE WORK.	1.00	Each	LS	$54,750.00

Delivery: Receipt of PO

Terms of Payment: NET 30 DAYS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

SURETY REQUIREMENTS

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.ri.gov. SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - $1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF $5 MILLION. * ENVIRONMENTAL IMPAIRMENT

(AKA POLLUTION CONTROL) - $1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF $1 MILLION.

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

RFQ# 7549040
TITLE: EXTERIOR BLOCK WALL REPAIRS/OFFICE COATINGS – DOT MIDSTATE FACILITY
SUBMISSION DEADLINE: 10/23/14 – 10:30 A.M.

Prospective bidders and all concerned are hereby advised of the following changes/modifications in the Contract Documents for the above referenced Contract and are hereby requested to change their copies accordingly. Delete the third page of the contract in its entity and replace it with the attached new page.

THIS ADDENDUM INCLUDES:

- **ONE (1) PAGE OF THE CONTRACT CONSTRUCTION METHODS. THE ADDENDUM REVISES THE CONSTRUCTION METHODS THAT ARE ADDITIONS TO BE ADDED TO THE SECTION ON THE THIRD PAGE OF THE CONTRACT. SEE ATTACHED.**
- **MANDATORY PRE-BID CONFERENCE ATTENDANCE SHEET**

Lisa Hill
Chief Buyer

Bidders must include a signed copy of this addendum with their proposal submission as acknowledgement.

PACKHEM PTG Co.
Company Name (print)

Signature of Authorized Representative

Mid-State Maintenance Facility
2400 New London Turnpike, East Greenwich RI

CONSTRUCTION METHODS

Sealant Repair

1. All Dissimilar Materials to be caulked with with bead, up to 3/4" wide including steel columns to CMU block joints, use Sikaflex 2C NS

2. Cracks repairs in block - cracks <1/16" wide to be vee sawcut and caulked with flush tooling, use Sikaflex 2C NS

Block Protective Coating

3. Detail cracks and joints and coat exterior block walls with Sikagard 550W. Color to be selected by owner , use Sikagard 550W, 2 coats @ 100sf/gal/coat. At exterior walls that were previously coated, only one coat is required per technical data sheet.

Steel Coating

4. Pigmented Protective Coating on exterior exposed steel to be Rustoleum or an approved equal. Color to be selected by owner. Use primer and, 2 finish coats of commercial grade steel coating.

Epoxy Coating

5. Epoxy Broadcast System on interior office floors as outlined by owner. Remove existing coating(s), Mechanically prep floor and apply Hi-build epoxy. Hi-build epoxy system, use Sikagard 62 Epoxy Broadcast System.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

Remove and Replace cove base at perimeter walls of rooms to be coated with new epoxy floor coating. Cove to match existing in color and material.

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

"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

BID NUMBER:	7549040
BID TITLE:	Exterior Block Wall Repairs
PRE-BID DATE AND TIME:	10/8/14 - 9:00 a.m.

Purchasing Representative:	9:05 AM
Mandatory Pre-bid START TIME:	
Mandatory Pre-bid END TIME:	9:35

	COMPANY NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER AND FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1	IRON CONSTRUCTION	Abdel Elsawabi	[signature]	875 Centerville Rd, Warwick	AME@ICGRI.com	401-481-8890	
2	ECnRT	Mike Jr.	[signature]	5/15 Greenville	MIKEJR	F 401-349-2409 401-232-0562	
3	~~[illegible]~~ NAPCO	DAVE Wildgose	[signature]	76 Grandview Warwick RI	ldwildgose@gmail.com	732-1770	
4	TRONS GLOBAL CONST.	TONY PAGLIA	[signature]	1006 CHARLES ST. N.PROV. RI 09204	ADPIGLOBAL @AOL.COM	617-368-0000 401-725 9020	
5	DERIC Lima	Pac Khem Painting	[signature]		663-4249		
6	~~Brad Doyle~~						
7	Cornerstone Restoration Inc	Brad Doyle	[signature]	Palisade Ln. Burrington RI	CornerstoneRestoration@cox.net	401-247-9020	
8	E.F. O'Donnell + Sons	Nick Deschenes	[signature]	75 Dike St Prov, RI 02909	nick@efodonnell.com	401 351-8505 621-9710	
9	WARWICK PAINTING Co.	BOB VAUGHN	[signature]	65 MEADOW ST WARWICK, RI 02886	BGVAUGHN@WARWICKPAINTING.COM	401-739 3443 401 739 3445	
10	ALPHA OMEGA Cont	Fred Abatecola	[signature]	PO Box 14193 EA. Prov. RI 02914	Fred@AoGroup.Net	401 486-4437 502 399-7345	
11	Tower Construction	Carl Nordstrom	[signature]	288 Lincoln Ave Warwick RI 02888	sal@towerconstructioncorp.com	401-943-0110 401-944-4041	
12	SIKA CORP	DAVID CLARKE	[signature]		CLARKE.DAVID @US.SIKA.COM	401 952-3231	
13							
14							
15							

2014-20 Date 5/9/2014

** VENDOR: PLEASE SUBMIT A BUSINESS CARD IF AVAILABLE**

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62184794

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Roberta M Gardiner

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Timothy Packhem dba Packhem Painting Company

Obligee: State of State of RI, Division of Purchasing

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 21st, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 23rd day of October, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 23rd day of October, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 23rd day of October, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

Form F5306-8-2012

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF Rhode Island
COUNTY OF _____ } ss

Bond No. 62184794

On this 9th day of October, 2017 before me, a notary public in and for said County, personally appeared Roberta M Gardiner to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Roberta M Gardiner acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at E. Greenwich, _____, the day and year last above written.

My commission expires 10/22/17

Notary Public

Form 106-9-2013 #488867

Roberta M. Gardiner

BID BOND
(Percentage)

Bond No. 62184794

KNOW ALL PERSONS BY THESE PRESENTS, That we Timothy Packhem dba Packhem Painting Company of 168 Vineyard Rd., Warwick, RI 02889, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto State of State of RI, Division of Purchasing of, hereinafter referred to as the Obligee, in the amount of Five Percent of the Amount Bid (5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Painting Block walls for Department of Transportation, Exterior.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 23rd day of October, 2014.

Principal

Timothy Packhem dba Packhem Painting Company

BY:

Surety

WESTERN SURETY COMPANY

BY: Roberta M Gardiner, Attorney-in-Fact

Form F4595-8-2001

G. Bond Declination. Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitor, or any person or entity, as a result of such declination.

H. Termination. An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.

I. Issuing Surety. Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.

J. Electronic Image. An electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

K. Bond Changes. The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond.

L. Other Agreements. Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any Indemnitor and the Surety but shall be in addition to such other agreement unless expressly stated otherwise herein.

M. Amendment; Assignment. This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.

N. Date of Agreement. The date of this Agreement shall be the earliest date that any Indemnitors executes this Agreement.

PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and spouses must sign as personal indemnitors. Refer to the boxes at right for examples of proper indemnity by indemnitor type. BY SIGNING THIS INDEMNITY, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON PAGES ONE AND TWO OF THIS DOCUMENT.

(1) Dated: 10 (Month) 9 (Day), 2011 (Year)

Entity Type:	**Proper Indemnity:**
Sole Proprietor	John Doe, Owner
Partnership	Jane Doe, Partner
Corporation	John Doe, President
LLC	Jane Doe, Managing Member

Company Name (Print): Packhem Timothy
(As listed on questionnaire)

Authorized Signature X _____ **Title:** Owner
Printed) _____ Title: _____

Indemnitor Type:	**Proper Indemnity:**
Personal	John Doe, Indemnitor
Spouse	Jane Doe, Indemnitor

(2)

Indemnitors: Signature X _____ **Indemnitors: Signature X** _____
(Printed) Packhem Timothy Spouse: (Printed) _____

Indemnitors: Signature X _____ **Indemnitors: Signature X** _____
(Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ **Indemnitors: Signature X** _____
(Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ **Indemnitors: Signature X** _____
(Printed) _____ Spouse: (Printed) _____

All business submitted on this Indemnity Agreement shall be reviewed and underwritten by Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077