State of Rhode Island

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

INVITATION TO BID

SOLICITATION TITLE: **HVAC Preventive Maintenance, RIANG**
SOLICITATION NUMBER: **7550986**
BID PROPOSAL SUBMISSION DEADLINE: **October 20, 2016 at 11:30 AM**

PREBID CONFERENCE

☐ NONMANDATORY

☐ MANDATORY ➡ Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

Location: There is NO pre-bid conference for this bid.
Date:
Time: Choose an item.

QUESTIONS about this solicitation must be emailed and received by the Division of Purchases at doa.purconstruction@purchasing.ri.gov no later than Tuesday, October 11, 2016, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at www.purchasing.ri.gov as an addendum to this solicitation

BID BOND REQUIRED: ☒ NO
☐ YES

PAYMENT AND PERFORMANCE BOND REQUIRED: ☒ NO
☐ YES

SPECIFICATIONS AND PLANS: ☒ NO
☐ YES ➡ See Electronic Solicitation Bidding Information.
Click on the online active "D" link in the "info" column.

Continued onto next page

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RIVIP REGISTRATION: Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at www.purchasing.ri.gov. To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

BIDDER CERTIFICATION COVER FORM: Bidders must download (obtainable at www.purchasing.ri.gov), complete, and submit a Bidder Certification Cover Form with each bid proposal.

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated attached For the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at www.purchasing.ri.gov.

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

Continued onto next page

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INVITATION TO BID

Electronic Solicitation Bidding Information

Downloading and Accessing Additional Electronic Solicitation Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".

Buyer Name: John F. O'Hara II, Title: Chief Buyer

State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

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.**

The public copy must be submitted in .pdf (portable document file) format on a ***read-only*** CD-R media disc. The disc must include ***all of the documents*** submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

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 accessible at www.purchasing.ri.gov

Request for Quote

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

CREATION DATE : 26-SEP-16
BID NUMBER: 7550986
TITLE: HVAC Preventive Maintenance, RIANG

BLANKET START : 01-NOV-16
BLANKET END : 31-OCT-17
BID CLOSING DATE AND TIME:20-OCT-2016 11:30:00

BUYER: Ohara 2nd, John F
PHONE #: 401-574-8125

BILL TO
DOA CONTROLLER
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

SHIP TO
MS-ANG RI AIR NATIONAL GUARD
FINANCIAL DIVISION
QUONSET STATE AIRPORT
NORTH KINGSTOWN, RI 02852-7502
US

Requistion Number: 1480132

Line	Description	Quantity	Unit	Unit Price	Total
	Blanket Requirement: November 1, 2016 - October 31, 2017. Contractor shall supply two (2) state licensed HVAC technicians weekly for two (2) days at (8) hours per day. Questions concerning this solicitation must be received by the Division of Purchases at: doa.purconstruction@purchasing.ri.gov no later than October 11, 2016 at 5:00 PM (ET). Questions should be submitted in a Microsoft Word attachment. Please reference the RFQ#7550986 on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.				
1	November 1, 2016 - June 30, 2017 Contractor shall supply two (2) state licensed, piperfitter master licensed HVAC technicians weekly for two (2) days at (8) hours per day, as per specs. BID A RATE PER MAN FOR THE TWO TECHS.	1.00	Hour		
2	July 1, 2017 - October 31, 2017 Contractor shall supply two (2) state licensed, piperfitter master licensed HVAC technicians weekly for two (2) days at (8) hours per day, as per specs. BID A RATE PER MAN FOR THE TWO TECHS.	1.00	Hour		

Delivery: _____

Terms of Payment: _____

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

STATE OF RHODE ISLAND
143 AW/CES QUONSET POINT
SOW – HVAC PREVENTIVE MAINTENANCE AT THE RHODE ISLAND AIR NATIONAL GUARD

1. **OVERVIEW:** Contractor shall provide 2 state licensed HVAC technicians weekly for 2 days at 8hrs each day from March-September and 1 state licensed HVAC technician with boiler qualifications for 2 days at 8hrs each day from October-February, as well as any equipment/tools necessary to perform Preventive Maintenance and minor repair of HVAC systems/Boilers at the base for the Rhode Island Air National Guard, North Kingstown, RI. There are units on roofs as well as on the ground throughout the base. Boilers are located in mechanical rooms.

Contractor shall accomplish the following:

- Perform periodic routine maintenance quarterly, semi-annual and annual requirements.
- Hand in written reports to CE Customer Service on the condition of all cooling and heating units, reports will be specific to each individual equipment and building; said reports will include operational status, repair/replacement recommendations. Also proper EPA documentation must be filled out when evacuating and/or charging system with refrigerant.

- <u>During Quarterly PM the following will be accomplished:</u>
  - Inspect all components of Air Handling Units (motors, exchangers, evaporators, filters, fans, etc...)
  - Inspect all components of Exhaust Fans (belts, pulley's, motors, lubricate, etc....)
  - Inspect all components of Return Air Fans (motors, belts, grease, etc....)
  - Inspect all components of Ductless System (condensers, operation, etc...)
  - Inspect all components of CRAC Units (condensers, operation, filters, drainage, grease, etc...)
  - Inspect all Components of Compressors (check charge, leak test, etc...)
  - Inspect all boilers to ensure optimum efficiency.

- <u>During Semi-Annual PM the following will be accomplished:</u>
  - Inspect all components of Fan Coil Units (clean coils, filters, motors, etc...)

- <u>During Annual PM the following will be accomplished:</u>
  - Start up and Test all HVAC Units (cooling, heating, temps, etc...)
  - Perform tune ups on boilers
  - Inspect and clean all Evaporators and Condensers (clean, lube, leak detection, filters, etc...)

MATERIALS. Contractor shall supply any equipment/tools needed to perform tasks assigned. All parts/materials/refrigerant/chemicals will be provided by Civil Engineering and kept on the premises.

EXPECTED OUTCOME: Systems will be made ready and functional. HVAC systems will start up and run as specified per equipment manual and specs. Contractor will also log any problems or potential problems onto HVAC Maintenance Sheets provided by CE Operations and bring them to the attention of the CE Operations Customer Service Office.

CONTACT: For questions regarding the work in this document please call 401-267-3226

SCHEDULE: Contractor shall schedule all work through CE Customer Service Office NOTE: Schedules subject to change due to mission requirements. Base hours of Operation are Tue-Fri 0700-1730.

Expect 15 minute delay upon each entry onto the base due to vehicle search.

No work is permitted on the Base on the following holidays without prior coordination:

New Year's Day	Christmas Day
Columbus Day	Memorial Day
President's Day	Veteran's Day
Thanksgiving Day	Independence Day
Martin Luther King Day	Labor Day

2. **CONTRACTOR RESPONSIBILITIES:** Contractor shall perform and provide the following:

DAMAGE REPORTS: In all instances where government property and/or equipment is damaged by contractor's employees, a full report of the fact and extent of such damage shall be reported to Civil Engineering Customer Service at 267-3226 with a written report to follow within 24 hours of occurrence.

ACCIDENT REPORTING: In an emergency, call the base Fire Department at 401-267-3117. The contractor shall comply with OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in injury, trauma or death.

QUALITY ASSURANCE: Ensure all workers are familiar with this statement of work and comply with its guidelines.

Provide at least one person who shall be present at all times who is thoroughly trained, experienced and certified with proper credentials to do work in the State of RI.

Use only personnel thoroughly trained and experienced in the skills required for the work and in operating required equipment.

All work shall be compliant with applicable ANSI, CMAA, HMI, ISO 9000, NEMA, OSHA, and CMSC codes; plus all other applicable standards and codes as approved by the Civil Engineer Squadron.

Allow time for inspection of work by the CE Customer Service Representative.

Guarantee: Contractor warrants his work, including parts and labor for a minimum of 30 days. Manufacturer's warranty period will apply.

All debris and excess materials shall be promptly removed from Government property. The government will not be responsible for any loss or damage to debris or excess material owned by the Contractor.

MAINTENANCE OF ADJACENT USE: The contractor shall conduct his work in such a manner as to not interfere with or endanger work or traffic in areas adjacent to the inspection areas, except as permitted by the Contract Representative. The Contractor shall so arrange his operations as to provide access for emergency vehicles and equipment to the work site at all times.

SITE SUPERVISION: The Contractor shall so arrange and supervise his workforce as to perform all work in Accordance with all applicable codes, regulations and this statement of work in a manner satisfactory to CE Customer Service Representative.

The Contractor or its site supervisor is responsible for communication with the CE Customer Service and agrees to meet as needed to discuss any mutual problems, ideas, or concerns.

Upon receiving any written or oral notice of concern, the Contractor shall respond immediately to address the concern and take any remedial action, if warranted.

ENVIRONMENTAL, SAFETY AND HEALTH CRITERIA:

ENVIRONMENTAL CONDITIONS. Contractor will be in compliance with all applicable State and Federal Environmental Regulations. Contractor shall provide all Safety Data Sheets (SDS) on all hazardous materials being used in this project. Contractor will take all precautions to prevent any spills of oils and/or hazardous substances. The base Fire Department shall be contacted in case of a spill at 267-3117.

FIRE PROTECTION. The Contractor shall take all necessary precautions to prevent fires adjacent to the work and to his buildings, and he shall prevent the spread of fires to areas outside the limits of the work. He shall provide adequate facilities for extinguishing fires and shall be cognizant of and observe all requirements for the handling and storage of combustible supplies and materials. Call the base Fire Department at 267-3117 in case of an emergency. Disposal of debris by burning will not be allowed. Any welding or burning of any kind that will be done to fulfill this Statement of Work will require a permit handled through the Base Fire Department at 267-3118.

SAFETY. Prior to commencement of work, the Contractor certifies its practices are in compliance with applicable OSHA/VOSHA standards. No additional payments will be made for equipment and procedures necessitated by these safety precautions.

The Government requires 48 hours' notice should adhesives/chemicals be used that cause strong odors that may be irritating.

3. SECURITY GUIDELINES:

The Contractor, contractor's employees and sub-contractors shall have a valid driver's license, vehicle registration and current insurance card with them in order to drive on the base. Contractor shall obey all speed limits. No firearms, bows, cross bows, or other weapons are permitted on this installation. Vehicle safety restraint belts are required while operating a vehicle on this installation. Cell phones are prohibited while operating motor vehicles.

If a contractor identification badge is issued, individual will sign consent to a background check.

At times of heightened security, the contractor may be asked to leave the government property/work site on short notice. Dependent on the situation this direction could come from any of the following; the Base Civil Engineer, or any Security Forces personnel. The contractor shall do so in a timely manner and notify CE Customer Service Office at 401-267-3226 as soon as possible.

HCU'S AROUND Base.

BUILDING	UNIT	BRAND	TONNAGE	SERIAL NUMBER	MODEL #
1	ACU-1	TRANE	20 TON	C07J09917	RAUCC204CY13A00000010
	ACU-2	TRANE	5 TON	C79A24239	RAVC 504 B
	ACU-3	TRANE	20 TON	003H07538	RAUCC204CX1300 D0G0000
	ACU-4	TRANE	25 TON	J79B24026	RAUA2504MC
	ACU-5	TRANE	20 TON	C03H07537	RAUCC204CX1300 D0G 0000
	ACU-6	TRANE	5 TON	F4493492	TTA060A400AA
	ACU-7	CARRIER	12.5 TON / SPLIT	3902F81465	38AKS014---620--
	ACU-8	TRANE	25 TON	78K21004	RAUA3004MC
	ACU-10	TRANE	7.5 TON	23323ENAD	TTA090A400EA
	ACU-11	TRANE	7 TON	078F12479	RAS84E
	ACU-14	TRANE	2 TON	41123AK5F	TTB024C100A2
	ACU-15	TRANE	2 TON	C79A16928	RAUC202A
2	ACU-1	TRANE	2.5 TON	L215X8RBF	TTA030C300A0
	ACU-2	TRANE	20 TON		
	ACU-3	TRANE	7.5 TON	L222XYT	TTA09A400CB
3	ACU-1	CARRIER	1 TON / SPLIT	1803Y00987	38AN012100
	ACU-2	CARRIER	1 TON / SPLIT	1903Y00989	38AN012100
	ACU-3	CARRIER	2 TON / SPLIT	2103X69409	38HDL024311
4	ACU-1	CARRIER	10,000 BTU		WINDOW UNIT
5	ACU-1	AMANA	1 TON/WALL UNIT	9221029	PTC153A35A
	ACU-2	SINGER	1 TON/WALL UNIT	479070020	K19G5W
	ACU-3	AMANA	1 TON/WALL UNIT	9221127	PTC153A35AC
7	CHILLER	TRANE	70 TON	U03H01958	RTAA070AYP01A3D2BFKN
	ACU-1	CARRIER	3 TON	1105V96767	38BN018311
	ACU-2	TRANE	4 TON	3362LRN3F	2TTA2048A3000AB
	ACU-3	FUJITSU	2 TON/SPLIT	1716	A0U24RLXQ
8	ACU-1	TRANE	4 TON	M03100862D	TC0048C400BC
11	ACU-1	TRANE	7.5 TON	F29190707	TTA090A30AA
12	ACU-1	GOODMAN	4 TON	210422848	CKL49-1
14	ACU-1	CARRIER	4 TON	S169210	38CB048400
500	ACU-1	SANYO	SPLIT	0.0.51164	CH2672R
502	CHILLER	TRANE	70 TON	U07J05734	RTAA0704YT01A3D1GANBF
	ACU-1	DATA AIRE	5 TON	2007-3948F	DRCU-0532-5
	ACU-2	DATA AIRE		2007-951F	DRCU 0934
	ACU-3	TRANE	2.5 TON	7303PKJ5F	2TTB3018A000AA
	ACU-4	TRANE	2.5 TON	7375RW45F	2TTB3018A1000AA
508	CHILLER	TRANE	40 TON	C09F00434	CGAFC404ARA000CD
	ACU-1	TRANE	3.5 TON	9114J7R2F	4TTA3042A3000AA
	ACU-2	TRANE	5 TON	928468S5F	4TTA306DA3000AA
	ACU-3	TRANE	12.5 TON	9416UUTAD	TTA150F4HRAA
	ACU-4	TRANE	12.5 TON	9416S9PAD	TTA150EFHRRA
524	ACU-1	TRANE	25 TON	C07J10060	RAUCC254BY13ABD000010S
571	ACU-1	TRANE	30 TON	C05B01080	RAUCC304EY13ABDF0H010
	ACU-2	STULTZ	1.5 TON	5020044	0HS-018-AS
	ACU-3	STULTZ	1 TON	5020045	0HS-12-AS
	ACU-4	STULTZ	2 TON	5020046	0HS-024-AS
574	ACU-2	YORK	5 TON	WELM030432	H2RE060S06A
	ACU-5	YORK	3 TON	WCLM037636	H1RE036506D
	ACU-6	YORK	3 TON	WBLM046849	H1RE036506D
	ACU-3	BRYANT	1 TON/SPLIT		
575	ACU-1	TRANE	15 TON	23634XMAD	TTA180B40SEA
	ACU-2	TRANE	10 TON	23735YKAD	TTA1200B40SDA
	ACU-4	TRANE	50 TON	C02J08270	RAUCC504BX13OBD000000S
	ACU-6	TRANE	1.5 TON	F02G00012A	PTED1501WAA
	ACU-7	TRANE	1 TON	F02H00002A	PTED1201WAA
592		BARD	2 TON	A062131285	QH243B09BXVDXR
514/515		MITSUBISHI	1 TON	1003130T	MUZGE09NA
175	CHILLER 1	TRANE	20 TON	U11J24852	E02AXD2A1A1A10XXA1C1A2B1AXXXA1A3X1DXXXCXX
	CHILLER 2	TRANE	20 TON	U11J24853	F2E02AXD2A1A1A1DXXA1C1A2B1AXXXA1A3X10XXXCXX
	DSU-1	MITSUBISHI	2.5 TON	1500.1020C	PUYA30NHA4

143 AW BOILER INVENTORY AS OF 27 NOV 2013

BLDG	MANUFACTURER	TYPE	MODEL #	SERIAL #	DATE	BTUH / M
P-1	PATERSON / KELLY	BOILER / HOT WATER	N-1700-2	CL 46-01-22830	1/1/2001	1.7
P-1	PATERSON / KELLY	BOILER / HOT WATER	N-1700-2	CL46-01-22826	1/1/2001	1.7
P-1	RHEEM	DHW	G100-75	RRNG0706D04414	7/1/2006	0.07
P-1	RHEEM	DHW	G100-75	RRNG0706D06788	10/3/2007	0.07
P-1	RHEEM	DHW	G100-75	RRNG0606D03824	3/10/2011	0.07
P-2	PATERSON / KELLY	BOILER / HOT WATER	N-1500-2	CJ49-95-5952	1/1/1996	1.5
P-2	PATERSON / KELLY	BOILER / HOT WATER	N-1500-2	CJ49-95-5954	1/1/1996	1.5
P-2	RHEEM	DHW	G75-100	RN 1295G01359	1/1/1996	0.07
P-3	FULTON PULSE	BOILER / HOT WATER	PHW 1400	NB108271	1/1/2009	1.4
P-3	RUUD	DHW	RFD91	0296H00018	1/1/1999	0.3
P-4	WIEL MCLAIN	BOILER / HOT WATER	BL 776 SW	P-4 0004	1/1/1979	1
P-5	WEIL MCLAIN	BOILER / HOT WATER	JB1G-02RM7895A-A.10-UL	U44498A-01-0396	1/1/1979	1
P-7	BRYAN	BOILER / HOT WATER	HECL120-W-FDC	NB90748	1/1/2003	1.2
P-7	BRYAN	BOILER / HOT WATER	HECL120-W-FDC	NB90742	1/1/2003	1.2
P-7	RHEEM/RUUD	DHW	G91-300A	URNG1103G00257	1/8/2008	0.3
P-8	PATERSON / KELLY	BOILER / HOT WATER	N1900CSD-1	CJ41-95-5819	12/13/1995	1.9
P-8	PATERSON / KELLY	BOILER / HOT WATER	N1900CSD-1	CJ41-95-5823	12/12/1995	1.9
P-11	FULTON PULSE	BOILER / HOT WATER	PHW 1000	NB114922	1/1/2013	1
P-11	NAVIEN	DHW	NPE240A	7414D12X1882340	1/1/2013	0.2
P-11	NAVIEN	DHW	NPE240A	7414X12X18822228	1/1/2013	0.2
P-12	RHEEM	HOT AIR FURNACE	RGPH-15EARJR	FD5D307F450203388	1/1/2002	0.15
P-14	LENNOX	HOT AIR FURNACE	G20Q3/4E-100-3	5895K18172	1/1/1980	0.1
175	FULTON PULSE	BOILER / HOT WATER	PHW 300	NB111935	7/1/2011	0.3
175	FULTON PULSE	BOILER / HOT WATER	PHW 300	NB111925	7/1/2011	0.3
502	FULTON PULSE	BOILER / HOT WATER	PHW-500	NB104746	8/1/2009	0.5
502	FULTON PULSE	BOILER / HOT WATER	PHW-500	NB104747	8/1/2009	0.5
502	PVI	DHW	250P125A-TP	0907122502	8/1/2009	0.2

502	VANTAGE	RADIANT HEATER	CTH2-40	0707-030-040-0007	8/1/2009	0.4
502	VANTAGE	RADIANT HEATER	CTH2-40	0707-030-040-0008	8/1/2009	0.4
508	FULTON PULSE	BOILER / HOT WATER	PHW 500	106019	1/1/2008	0.5
508	FULTON PULSE	BOILER / HOT WATER	PHW 500	109128	1/1/2008	0.5
508	ULTRA FORCE	DHW	SUF100150NE100	9281054001	9/16/2009	0.15
524	CLEVER BROOKS	BOILER / HOT WATER	MTF	600144400027	1/1/1999	0.3
524	CLEVER BROOKS	BOILER / HOT WATER	MTF	600144400030	1/1/1999	0.3
524	AO SMITH	DHW	BTH 199100100	9281056000	11/29/2007	0.2
570	LOCHINVAR	BOILER / HOT WATER	RBN500	102H00146086	3/14/2005	0.5
570	LOCHINVAR	BOILER / HOT WATER	RBN500	102H00146087	3/14/2005	0.5
570	TRANE	HOT AIR FURNACE	GHND010AEF1000EJ	LO2J46265	3/14/2005	0.1
571	FULTON PULSE	BOILER / HOT WATER	PHW-750	NB#97706	1/1/2005	0.75
571	FULTON PULSE	BOILER / HOT WATER	PHW-750	NB#98605	1/1/2005	0.75
571	BRADFORD WHITE	DHW	EF100T199E3N2	KD18135186	9/1/2013	0.2
574	BURNHAM	BOILER / HOT WATER	P808NEP-L2	64457711	4/9/2004	0.4
574	STATE	DHW	SBD81180NE	CO2201733	4/9/2004	0.18
575	FULTON PULSE	BOILER / HOT WATER	PHW 500	92840	1/1/2003	0.5
575	FULTON PULSE	BOILER / HOT WATER	PHW 950	92831	1/1/2003	0.95
575	FULTON PULSE	BOILER / HOT WATER	PHW 950	92829	1/1/2003	0.95
575	RHEEM/RUUD	DHW	HE119-199N	0211T0224N	2/23/2011	0.2
575	FLEXAIR FURNACE	MAU 1	SDF-100-GMFI		1/1/2003	1
575	CORAYVAC	RADIANT HEATER	CRV-B-6		1/1/2003	0.6
575	CORAYVAC	RADIANT HEATER	CRV-B-6		1/1/2003	0.6
575	CORAYVAC	RADIANT HEATER	CRV-B-6		1/1/2003	0.6
575	CORAYVAC	RADIANT HEATER	CRV-B-6		1/1/2003	1
575	CORAYVAC	RADIANT HEATER	CRV-B-6		1/1/2003	0.6
575	CORAYVAC	RADIANT HEATER	CRV-B-6		1/1/2003	0.6

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

DIVISION OF PURCHASES
INSTRUCTIONS TO BIDDERS
PUBLIC WORKS SERVICES (PWS)

Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

Offer to Contract

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

Addenda

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

Prebid Conference

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

Preparation of Bid Proposal

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

Submission of Bid Proposal

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Request for Quote, Bid Surety, IRS Form W-9, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered to the Division of Purchases (via mail, messenger service, or personal delivery by the bidder) by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

Charges

Bid proposals shall include only materials, parts, and labor in the Unit Price and Total. Travel, mileage, or other miscellaneous charges shall not be included in the Unit Price or Total.

Bidder Certification Cover Form

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a ***read-only*** CD-R media disk. The disk must include ***all of the documents*** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber_Bid Proposal Submission Deadline_BidderName_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the pubic copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a ***read-only*** CD-R media disk as the "public copy."

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.)* An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

Reservation of Rights

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

Prevailing Wages

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Occupational Safety

The successful bidder must ensure (if the total contract price is at least $100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

Substitutions

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

Licenses

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

Type of Insurance	Amount of Coverage
Comprehensive General Liability	
Bodily injury	$1 Million each occurrence $1 Million annual aggregate
Property damage	$500,000 each occurrence $500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	$100,000
Environmental Impairment ("pollution control")	$1 Million or 5% of contract amount, whichever is greater

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

Minority Business Enterprises

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at www.mbe.ri.gov or (401) 574-8670.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at www.diversity.ri.gov/eeo/eoopagehome.htm or (401) 222-3090.

Drug-Free Workplace

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

Sprinkler Impairment

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at www.purchasing.ri.gov.

Foreign Corporations

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than $250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at www.elections.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

Binding Contract

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

Compliance with Terms of Contract

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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. 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.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administrtion
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

WORK ORDER LIMITATIONS

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED $5,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars ($1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;

2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);

3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;

4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;

5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;

8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.

9. For general or primary contracts one million dollars ($1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.

10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars ($100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;

11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars ($1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;

12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Lincoln D. Chafee
Governor

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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.

CERTIFICATION

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

By: _____

Title: _____

Subscribed and sworn before me this___day of_____, 20_.

_____
Notary Public
My commission expires:_____

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 AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works

CHAPTER 37-13
Labor and Payment of Debts by Contractors

SECTION 37-13-5

§37-13-5 Payment for trucking or materials furnished - Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPRENDIX B

TITLE 37
Public Property and Works

CHAPTER 37-13
Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. -(a) Every call for bids for every contract in excess of one thousand dollars ($1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2)) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

State of Rhode Island
Division of Purchases

Public Works
Bid Preparation Checklist

Date: **9/26/2016**

Bid#: **7550986**

Title: HVAC Preventive Maintenance, RIANG

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

☒ RIVIP Bidder Certification Cover Form (completed) signed in ink

☒ Bid Form
- All applicable blank spaces on the Bid Form have been completed
- All Addenda have been acknowledged
- Bid price printed legibly in ink (in both words and figures that match where specified)
- Erasures or corrections have been initialed by person signing the Bid Form
- Bid Form is signed in ink

☐ Bid Surety
- Bid bond or certified check (for DOT projects, bid bond only)
- Bid surety is five percent of the bid total (or such other specified amount)
- Bid Bond is signed by the bidder and surety
- Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond

☒ Public Copy of bid proposal in pdf format on a read-only CD-R media disk

☐ General Contractor Apprenticeship Certification Form "2013-14" (for projects $1,000,000 and greater) required at time of bid proposal submission

Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.

- ☒ Applicable professional licenses (as specified in the Solicitation)
- ☐ Rhode Island Contractor Registration Board No.
- ☒ All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- ☒ Each bid proposal submitted in a separate sealed envelope
- ☒ Completed Form W-9
- ☐ Other _____

Buyer Name: John F. O'Hara II

Contact Information: 401-574-8125

FORM W-9
REV 8/15

STATE OF RHODE ISLAND
FORM W-9 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 $50 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) ☐☐

NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS _____

CITY, STATE AND ZIP CODE _____

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 am exempt from backup withholding, or (B) 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 (C) the IRS has notified me that I am no longer subject to backup withholding.

(3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE_____ **TITLE**_____ **DATE**_____ **TEL NO**_____

Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Corporation ☐ Trust/Estate ☐ Government/Nonprofit Corporation ☐

Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐

LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

TIPS:

NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:

1) Same EIN 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 EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:
Supplier Coordinator
Purchasing Department
One Capitol Hill, 2nd Floor
Providence RI 02908

Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:

IRS____ RI SOS____ FED_____ Other_____

RI Supplier # _____ Approved _____

Date Entered _____ Entered By_____