

THE  
UNIVERSITY  
OF RHODE ISLAND  
DIVISION OF  
ADMINISTRATION  
AND FINANCE

THINK BIG  WE DO™

PURCHASING DEPARTMENT  
581 Plains Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2305 uri.edu/purchasing




**BID/PROPOSAL**

COMMODITY: REFRIGERATION EQUIPMENT; REPAIR DATE: 4/30/2015

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 100120 RFP NO. \_\_\_\_\_

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 5/26/2015 TIME: 3:00 PM

BUYER: BETTY GIL/dz  SURETY REQUIRED: YES: \_\_\_\_\_ NO: X

PRE-BID/PROPOSAL CONFERENCE: DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
MANDATORY: YES: \_\_\_\_\_ NO: \_\_\_\_\_

LOCATION: \_\_\_\_\_

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.  
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: TempTec Mechanical LLC FEIN: 80-0363616

STREET AND NUMBER: 84 Sprague St

CITY, STATE & ZIP CODE: Providence, RI 02907

ORDERING E-MAIL ADDRESS: temptecri@yahoo.com

**No offer will be considered that is not accompanied by the attached  
University of Rhode Island Bidder Certification Form/Contract Offer  
completed and signed by the offeror.**

Ismail Ouldsfiya, President  
Print Name and Title

  
Signature

5/26/15  
Date

401-228-3533 / 401-572-3869  
Telephone Number/Facsimile Number

80-0363616  
Company F.E.I.N.

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

*The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.*

## University of Rhode Island Bidder Certification Form

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.

### Rules for Submitting Offers

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 University of Rhode Island. As such, submittal of the entire Bidder Certification 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, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the URI 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.

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office 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 reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

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 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 University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

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 University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University 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.

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 the vendor's expense.

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

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University 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 visiting the Rhode Island Vendor Information Program (RIVIP) at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), Solicitation Opportunities +, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. 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.



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 University's sole option.

**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.

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

**VENDOR AUTHORIZATION TO PROCEED.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, 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 University of Rhode Island Purchasing Office PRIOR to delivery.

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 University of Rhode Island Purchasing Office, shall be considered a binding contract.

**REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION 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, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: [www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf) and [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or 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.

**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.

**DEFAULT and NON-COMPLIANCE** Default and/or non-compliance with the 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/University of Rhode Island.

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

**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 Risk Management Office at the University of Rhode Island.

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 State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>



**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 with 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 University Purchasing Agent 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 (1) 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," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, 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 University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 6 I/we certify that I 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 University of Rhode Island 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 University of Rhode Island 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 University of Rhode Island 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 (<http://www.purchasing.ri.gov>) and the Board of Governors Website ([www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf)) apply as the governing conditions for any contract or purchase order I/we may receive from the University 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.

   12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

Y 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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

Vendor's Signature: [Signature] Bid Number: 100120 Date: 5/26/15  
(Person Authorized to enter into contracts: signature must be in ink) (if applicable)  
Ismail Qudsiya President 401-228-3533  
Print Name and Title of Company official signing offer Telephone Number



COMMODITY: REFRIGERATION EQUIPMENT; REPAIR  
OPENING DATE & TIME: 5/26/2015 @ 3:00 PM  
BLANKET REQUIREMENTS: 7/1/2015 - 6/30/2018

SHIP TO:  
URI DINING SERVICES  
FDC, 581 PLAINS RD  
KINGSTON, RI 02881

BIDDER (NAME OF FIRM)

BIDDER (NAME OF FIRM)

ATTACHMENT "A"

BID NO: 100120

BID NO: 100120

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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INSTRUCTIONS:

- IF BIDDING ON ANY ITEM, THE ENTIRE BID MUST BE RETURNED. THE PRICE COLUMN ON THE RIGHT WILL BE DETACHED TO CREATE A BID TABULATION SPREAD SHEET FOR THE "OFFICIAL BID ANALYSIS", THEREFORE:
- A. VENDOR NAME MUST APPEAR IN BOTH COLUMNS ON "EVERY" PAGE UNDER THE WORDS "BIDDER"
  - B. PRICE COLUMNS MUST CONTAIN "EXACTLY" THE SAME INFORMATION.
  - C. ANY SUPPLEMENTARY INFORMATION MUST BE REPEATED IN "BOTH" COLUMNS.
  - D. TO ASSURE THAT OFFERS ARE CONSIDERED ON TIME, EACH OFFER MUST BE SUBMITTED WITH SPECIFIC BID/RFP NUMBER (PROVIDED ABOVE), DATE AND TIME OF OPENING MARKED IN THE UPPER LEFT HAND CORNER OF ENVELOPE. EACH BID/OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES:

MAIL TO:

UNIVERSITY OF RHODE ISLAND  
P.O. BOX 1773  
PURCHASING DEPARTMENT  
PLAINS ROAD  
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND  
PURCHASING DEPARTMENT  
DINING SERVICES DISTRIBUTION CENTER  
581 PLAINS ROAD  
KINGSTON, RI 02881-2010

DOCUMENTS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE NOT PRESENT IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT AT THE TIME OF OPENING FOR WHATEVER CAUSE WILL BE DEEMED TO BE LATE AND WILL NOT BE CONSIDERED. FOR THE PURPOSE OF THIS REQUIREMENT, THE OFFICIAL TIME AND DATE SHALL BE THAT OF THE TIME CLOCK IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT. POSTMARKS SHALL NOT BE CONSIDERED PROOF OF TIMELY SUBMISSION.

FAILURE TO COMPLETE FORM AS INSTRUCTED MAY BE GROUNDS FOR "DISQUALIFICATION".

GROUP PURCHASING ORGANIZATIONS (GPO):

THE UNIVERSITY OF RHODE ISLAND IS A MEMBER OF THE FOLLOWING:

- 1) Educational & Institutional Cooperative Purchasing (E&I)
- 2) Provista

IF THIS IS A MULTY-YEAR BID/CONTRACT, CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE UNIVERSITY. TERMINATION MAY BE EFFECTED BY THE UNIVERSITY BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE UNIVERSITY TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES, ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/ SERVICES AND SUBJECT TO AVAILABILITY OF FUNDS.

DELIVERY AS REQUESTED

BLANKET REQUIREMENTS: 7/1/2015 - 6/30/2018

NOTE: NON-PREVALAIANG WAGE

APPLIES TO LINE 1 - 2 FOR REPAIR TO THE FOLLOWING EQUIPMENT:

COMMODITY: REFRIGERATION EQUIPMENT; REPAIR  
OPENING DATE & TIME: 5/26/2015 @ 3:00 PM  
BLANKET REQUIREMENTS: 7/1/2015 - 6/30/2018

SHIP TO:  
URI DINING SERVICES  
FDC, 581 PLAINS RD  
KINGSTON, RI 02881

BIDDER (NAME OF FIRM)

BIDDER (NAME OF FIRM)

ATTACHMENT "A"

ITEM NO. DESCRIPTION

QUANTITY UOM

UNIT PRICE EXTENDED PRICE

UNIT PRICE EXTENDED PRICE ITEM NO.

BID NO: 100120

BID NO: 100120

TRAULSEN RR-232LUT  
TRAULSEN RR1-232LUT  
TRAULSEN RIF-232LUT  
TRAULSEN RR12-32LPUT  
TRAULSEN RR12-32LPUT  
TRAULSEN RIF132LUT-FHS  
MANITOWOC S320  
BEVERAGE AIR WTR93A  
MANITOWOC S320  
TRAULSEN RL132WUT-HHS  
TRAULSEN RHT132WUT-HHS  
MANITOWOC S320  
TRAULSEN RHT132WUT-HHS  
TRAULSEN RL132WUT-HHS  
TRUE REACH-IN  
TRUE REACH-IN  
TRUE ROLL-IN  
TRUE ROLL-IN  
TAYLOR 522  
HUSSMANN DCCG-8  
TRUE UNDERCOUNTER  
HUSSMANN FMSS-8  
TRUE TUC-48  
TRUE TUC-48  
TRUE TUC-48  
BEVERAGE AIR UCR48A  
MANITOWOC SY-0454A  
MANITOWOC SY-0454A  
MANITOWOC SY-0454A  
MANITOWOC SY-0454A  
MANITOWOC SY-0454A  
TRUE FRIDGE  
TRAULSEN PASS-THRU  
MANITOWOC SY-0454A  
TRAULSEN ROLL-IN  
VULCAN VSRB60  
DELFIELD 4472N24M  
DELFIELD 4472N24M  
VULCAN VSRB60  
BEVERAGE AIR UCR48A  
SUB-ZERO WOOD GRAIN  
MCCALL RST-59-4  
NOR LAKE TWO DOOR  
CARTER HOFFMAN CC 76 RS  
CRES-COR R171UA9B  
SUB ZERO 601L

REFRIGERATOR  
REFRIGERATOR  
FREEZER  
REFRIGERATOR  
REFRIGERATOR  
REFRIGERATOR  
ICE MAKER  
REFRIGERATOR BA  
ICE MAKER  
FREEZER  
REFRIGERATOR  
ICE MAKER  
REFRIGERATOR  
FREEZER  
FREEZER - #431  
FRIDGE - #437  
FRIDGE - #457  
FRIDGE - #495  
ICE CREAM MACHINE #471  
MERCHANDISE CASE ICE CREAM #471  
FREEZER UNDERCOUNTER #465  
OPEN REFRIGERATOR  
FRIDGE UNDERCOUNTER - #504  
FRIDGE UNDERCOUNTER - #504  
REFRIGERATOR UNDERCOUNTER - #504  
REFRIGERATOR UNDERCOUNTER  
ICEMAKER  
ICE MAKER  
ICE MAKER  
ICE MAKER  
ICE MAKER  
FRIDGE  
REFRIGERATOR PASS-THRU - #193  
ICE MAKER  
FRIDGE - #255  
REFRIGERATED BASE - #289  
DELI TABLE, REFRIGERATED - #278  
DELI TABLE, REFRIGERATED - #2371  
REFRIG. Base w/charbroiler - #419 & 421  
REFRIGERATED, UNDERCOUNTER  
REFRIGERATOR  
COUNTER, REFRIGE  
FREEZER, REACHIN  
UNIT IN GARAGE



COMMODITY: REFRIGERATION EQUIPMENT: REPAIR  
 OPENING DATE & TIME: 5/26/2015 @ 3:00 PM  
 BLANKET REQUIREMENTS: 7/1/2015 - 6/30/2018

SHIP TO:  
 URI DINING SERVICES  
 FDC, 581 PLAINS RD  
 KINGSTON, RI 02881

ATTACHMENT "A"

BIDDER (NAME OF FIRM) TempTea Mechanical LLC BID NO. 100120  
 BIDDER (NAME OF FIRM) TempTea Mechanical LLC BID NO. 100120

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
1	a labor per hour	665	hrs.	\$ 71.00	\$ 71.00	\$ 71.00	\$ 71.00	1a
	b labor per hour	665	hrs.	\$ 74.50	\$ 74.50	\$ 74.50	\$ 74.50	1b
	c labor per hour	665	hrs.	\$ 78.25	\$ 78.25	\$ 78.25	\$ 78.25	1c
2	a overtime per hour	35	hrs.	\$ 106.50	\$ 106.50	\$ 106.50	\$ 106.50	2a
	b overtime per hour	35	hrs.	\$ 111.75	\$ 111.75	\$ 111.75	\$ 111.75	2b
	c overtime per hour	35	hrs.	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	2c
NOTE: PREVAILING WAGE								
APPLIES TO LINE 3 - 4 FOR REPAIR TO THE FOLLOWING EQUIPMENT:								
	AMERICAN PANEL C DIAL-0402-GEV-00							
	KOLPAK COOLER							
	KOLPAK WALK IN							
	KOLPAK WALK IN							
	KOLPAK FREEZER							
	KOLPAK COOLER							
	WALK-IN FREEZER							
	WALK-IN #114							
	COOLER							
	FREEZER, WALK IN							
	WALK-IN #1							
	WALK-IN #1							
3	a labor per hour	190	hrs.	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	3a
	b labor per hour	190	hrs.	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	3b
	c labor per hour	190	hrs.	\$ 127.00	\$ 127.00	\$ 127.00	\$ 127.00	3c
4	a overtime per hour	10	hrs.	\$ 172.50	\$ 172.50	\$ 172.50	\$ 172.50	4a
	b overtime per hour	10	hrs.	\$ 181.50	\$ 181.50	\$ 181.50	\$ 181.50	4b
	c overtime per hour	10	hrs.	\$ 190.50	\$ 190.50	\$ 190.50	\$ 190.50	4c

7/1/15 - 6/30/18 - PARTS @ MANUFACTURERS LIST PRICE LESS

15 %

NORMAL WORKING HOURS FOR THE UNIVERSITY OF RHODE ISLAND ARE FROM 7:30 AM TILL 4:00 PM.

COMMODITY: REFRIGERATION EQUIPMENT; REPAIR  
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BLANKET REQUIREMENTS: 7/1/2015 - 6/30/2018

SHIP TO:  
URI DINING SERVICES  
FDC, 581 PLAINS RD  
KINGSTON, RI 02881

BIDDER (NAME OF FIRM)

BIDDER (NAME OF FIRM)

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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**INSURANCE**

IN ACCORDANCE WITH THE BOARD OF GOVERNORS (BOG) FOR HIGHER EDUCATION GENERAL CONDITIONS OF PURCHASE, INSURANCE CERTIFICATES ARE REQUIRED FOR WORKERS COMPENSATION, GENERAL LIABILITY, PROPERTY DAMAGE AND AUTO INSURANCE. UPON NOTICE OF TENTATIVE AWARD, THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO SUBMIT THE ABOVE NAMING THE RHODE ISLAND BOARD OF EDUCATION, THE UNIVERSITY OF RHODE ISLAND, AND THE STATE OF RHODE ISLAND AS ADDITIONAL INSURED, BY A FIRM AUTHORIZED TO DO BUSINESS IN THE STATE OF RHODE ISLAND.

**BLANKET BID**

(A) A SINGLE PRICE SHALL BE QUOTED FOR EACH ITEM AGAINST WHICH A PROPOSAL IS SUBMITTED. THIS PRICE WILL BE THE MAXIMUM IN EFFECT DURING THE AGREEMENT PERIOD. ANY PRICE DECLINE AT THE MANUFACTURER'S LEVEL SHALL BE REFLECTED IN A REDUCTION OF THE AGREEMENT PRICE TO THE UNIVERSITY OF RHODE ISLAND. (B) QUANTITIES, IF ANY, ARE ESTIMATED ONLY. THE AGREEMENT SHALL COVER THE ACTUAL QUANTITIES ORDERING DURING THE PERIOD. DELIVERIES WILL BE BILLED AT THE SINGLE, FIRM, AWARDED UNIT PRICE QUOTED REGARDLESS OF THE QUANTITIES ORDERED. (C) BID PRICE IS NET F.O.B. DESTINATION AND SHALL INCLUDE INSIDE DELIVERY AT NO EXTRA COST. (D) BIDS FOR SINGLE ITEMS AND/OR A SMALL PERCENTAGE OF TOTAL ITEMS LISTED, MAY, AT THE STATES SOLE OPTION, BE REJECTED AS BEING NON-RESPONSIVE TO THE INTENT OF THIS REQUEST. ORDERING (A) THE UNIVERSITY OF RHODE ISLAND WILL SUBMIT INDIVIDUAL ORDERS FOR THE VARIOUS ITEMS AND VARIOUS QUANTITIES AS MAY BE REQUIRED DURING THE AGREEMENT PERIOD. (B) EXCEPTION - REGARDLESS OF ANY AGREEMENT RESULTING FROM THIS BID, THE UNIVERSITY OF RHODE ISLAND RESERVES THE RIGHT TO SOLICIT PRICES SEPARATELY FOR ANY EXTRA LARGE REQUIREMENTS FOR DELIVERY TO SPECIFIC DESTINATIONS.

**MULTI YEAR**

THIS IS A MULTI-YEAR BID/CONTRACT. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE UNIVERSITY OF RHODE ISLAND. TERMINATION MAY BE EFFECTED BY THE UNIVERSITY BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE UNIVERSITY TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES AND SUBJECT TO THE AVAILABILITY OF FUNDS.

**LICENSE (3)**

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRE A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.



COMMODITY: REFRIGERATION EQUIPMENT; REPAIR  
OPENING DATE & TIME: 5/26/2015 @ 3:00 PM  
BLANKET REQUIREMENTS: 7/1/2015 - 6/30/2018

SHIP TO:  
URI DINING SERVICES  
FDC, 581 PLAINS RD  
KINGSTON, RI 02881

BIDDER (NAME OF FIRM)

BIDDER (NAME OF FIRM)

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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**SERVICE & REPAIR**

NOTE: SERVICE CALLS FOR STATE AGENCIES ARE ON A "24 HOUR CALL - 7 DAYS/WEK" BASIS AND AS MAY BE REQUIRED. ONLY FIXED HOURLY FLAT RATES AS INDICATED IN THIS NOTICE WILL BE ALLOWED AS QUOTED, AND WILL INCLUDE ADMINISTRATIVE AND GENERAL EXPENSES, INCLUDING PROFIT ALLOWANCE, OVERHEAD, TRAVEL, TRANSPORTATION, ADMINISTRATIVE, ETC. PAYMENT FOR SERVICES WILL BE MADE BASED UPON INVOICES SUBMITTED THAT MUST SHOW THE NUMBER OF HOURS WORKED AT THE QUOTED FLAT HOURLY RATE, PLUS COST OF MATERIALS APPROVED BY THE UNIVERSITY. SERVICEMEN AND/OR TRADESMAN MUST CHECK WITH THE AGENCY PRIOR TO START OF WORK AND UPON COMPLETION FOR TIME VERIFICATION.

**VERY IMPORTANT NOTICE: SERVICE CALLS**

THE AGENCY REQUESTING THE SERVICE CALL MUST EXPLAIN THE BASIC PROBLEM TO THE VENDOR. DEPENDING ON THE EXTENT AND NATURE OF THE CALL, THE VENDOR MAY NEED TO SEND ONE (1) SERVICEMAN. IF NECESSARY, THE VENDOR MUST ADVISE THE AGENCY AND EXPLAIN, IN ADVANCE, WHY A HELPER IS NEEDED.

THE VENDOR MUST NOT SEND TWO PEOPLE AS A MATTER OF ROUTINE. THE AGENCY MUST BE ADVISED AND MUST APPROVE, IN ADVANCE, IF MORE THAN ONE PERSON IS NECESSARY.

**CHARGES**

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

**QUANTITIES**

QUANTITIES, IF ANY, ARE ESTIMATED ONLY. THE AGREEMENT SHALL COVER THE ACTUAL QUANTITIES ORDERED DURING THE PERIOD. DELIVERIES WILL BE BILLED AT THE SINGLE, FIRM, AWARDED UNIT PRICE QUOTED REGARDLESS OF THE QUANTITIES ORDERED.

**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](http://www.dlt.ri.gov/pw/Posters.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](http://www.dlt.ri.gov) on or before July 1<sup>st</sup> 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 1<sup>st</sup> 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 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](http://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
13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

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

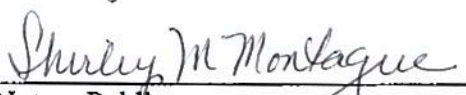
## CERTIFICATION

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

By: \_\_\_\_\_

Title: President.

Subscribed and sworn before me this 26<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 5/25/2018



**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.

APPENDIX 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.



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**TempTec Mechanical LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

**84 Sprague Street**

City, state, and ZIP code

**Providence, RI 02907**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

    -    -    

Employer identification number

8 0 - 0 3 6 3 6 1 6

## Part II 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: (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, and
3. I am a U.S. citizen or other U.S. person (defined below).

**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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ **5/26/2015**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your taxable share of any partnership income from a U.S. trade or business of subject to the withholding tax on foreign partners' share of actively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.