

Quasi-Public
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

Bid/RFP Number: 101012
Bid/RFP Title: BOILER MAINTENANCE AND REPAIR
Bid Contact Person: PURCHASING
Bid Contact Phone: 4018742171
Opening Date & Time: 5/26/2021 1:30 PM
RIVIP Vendor ID #: 41779
Vendor Name: temptec mechanical
Address: 84 Sprague St
Telephone: (401) 228-3533
Fax: (401) 572-3869
E-Mail: info@temptecmechanical.com
Contact Person: Ismail Ouldsfiya
Title: President

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

Submission Information

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

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, (3) that vendor understands and has complied with the requirements set forth.


Vendor's Signature: I/we certify that the above vendor information is correct and complete.

Date

5/25/2021

Ismail Ouldsfiya President
Print Name and Title of company official signing offer

BID/PROPOSAL

COMMODITY: BOILER MAINTENANCE AND REPAIR DATE: 5/5/2021

FORMAL BID NO. _____ PUBLIC BID NO. 101012 RFP. NO. _____

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 5/26/2021 TIME: 1:30 PM
Eastern Time

BUYER: XENIYA JONES/dz SURETY REQUIRED: YES: _____ NO: X

PRE-BID/PROPOSAL CONFERENCE: DATE: _____ TIME: _____

MANDATORY: YES: _____ NO: _____

LOCATION: _____

Questions concerning this solicitation must be received by: DATE: 5/14/2021 TIME: 12:00 PM

Questions are to be submitted in a *Microsoft Word* document to: URIPurchasing@uri.edu

Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the internet as an addendum to the bid. It is the responsibility of all interested parties to download this information.

For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

STATEMENT REGARDING COVID-19

Effective immediately, we are suspending all in-person public bid openings until further notice.

Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please visit the following site at the scheduled bid opening date and time:

* URL: <https://univofri.webex.com/meet/uripurchasing>

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.

COMPANY NAME: Temptec Mechanical LLC

STREET AND NUMBER: 84 Sprague St.

CITY, STATE & ZIP CODE: Providence, RI 02907

Ismail Ouldsteiga, President
Print Name and Title

401-219-2961 / 401-572-3869
Telephone Number/Facsimile Number


Signature

5/25/2021 Ismail@TemptecRI.com
Date E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

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.

Bid responses 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 or University 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 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.

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.

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 > Solicitation Opportunities > Other Solicitation Opportunities. 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 THE UNIVERSITY OF RHODE ISLAND 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 and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and www.ridop.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 <https://www.ridop.ri.gov/rules-regulations/>

SECTION 2 - DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

No 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 Yes, then provide details below.

No 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 Yes, then provide details below.

No 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 Yes, then provide details below.

No 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 - 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Five horizontal lines for providing details/explanations for questions 1-4.

SECTION 3 - OWNERSHIP DISCLOSURE

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

Ismail Ouldzfiya, 84 Sprague St, Providence, RI 02907, HVAC, President, 60%
Jose Oliva, 84 Sprague St, Providence, RI 02907, HVAC, Vice President, 40%

Multiple horizontal lines for listing additional owners and their details.

SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

Yes 1 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.

Yes 2 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 URI Board of Trustees 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.B 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.

Yes 3 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.

Yes 4 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.

Yes 5 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.

Yes 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Yes 7 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 (<https://www.ridop.ri.gov/rules-regulations/>) and the Board of Governors Regulations on the URI Purchasing Website (<https://web.uri.edu/purchasing/files/BOGREG.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.

Yes 8 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.

NA 9 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: _____

Yes 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 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 where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name: Temptic Mechanical LLC

Vendor's Signature: [Signature] Bid Number: 101012 Date: 5/25/2021
(Person Authorized to enter into contracts) signature must be in ink (if applicable)

Ismail Ouldoufy, President
Print Name and Title of Company official signing offer

COMMODITY: BOILER MAINTENANCE AND REPAIR
 OPENING DATE & TIME: 5/26/2021 @ 1:30 PM
 BLANKET REQUIREMENTS: 7/1/2021 - 6/30/2024

SHIP TO:
 URI FACILITIES SERVICES
 60 TOOTELL ROAD, SHERMAN BLDG.
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)

TempTec Mechanical LLC

BIDDER (NAME OF FIRM)

TempTec Mechanical LLC

BID NO: 101012

BID NO: 101012

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
 KINGSTON, RI 02881

COURIER:
 UNIVERSITY OF RHODE ISLAND
 PURCHASING DEPARTMENT
 DINING SERVICES DISTRIBUTION CENTER
 10 TOOTELL 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 MULTI-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

DO NOT ATTACH QUOTES. QUOTATIONS SUBMITTED WITH BID RESPONSES WILL NOT BE CONSIDERED. ALL BID RESPONSES ARE IN ACCORDANCE WITH THE ATTACHED BID SPECIFICATIONS AND THE BOARD OF GOVERNORS FOR HIGHER EDUCATION PROCUREMENT REGULATIONS

- <http://www.rigbhe.org/procurementregs113006.pdf>

COMMODITY: BOILER MAINTENANCE AND REPAIR
 OPENING DATE & TIME: 5/26/2021 @ 1:30 PM
 BLANKET REQUIREMENTS: 7/1/2021 - 6/30/2024

SHIP TO:
 URI FACILITIES SERVICES
 60 TOOTELL ROAD, SHERMAN BLDG.
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)
Temp Tec Mechanical LLC

BIDDER (NAME OF FIRM)
Temp Tec Mechanical LLC

BID NO: 101012

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ATTACHMENT "A"	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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BLANKET REQUIREMENTS: 07/01/2021 - 6/30/2024

THE VENDOR WILL ON A TIME AND MATERIALS BASIS, PROVIDE ANNUAL MAINTENANCE CLEANING AND ADJUSTMENTS ON A VARIETY OF OIL AND GAS FIRED BOILER & FURNACE UNITS RATED BETWEEN 140,000 BTU/HR & 2.5M BTU/HR, AT THE UNIVERSITY OF RHODE ISLAND'S MAIN KINGSTON CAMPUS, THE NARRAGANSETT BAY CAMPUS, W. ALTON JONES CAMPUS, PROVIDENCE FEINSTEIN CAMPUS AND ALL OTHER URI SITES.

PROVIDE A BEFORE SERVICE BOILER REPORT TO HVAC SHOP SUPERVISOR WITH DIGITAL PHOTOS OF BOILER, FIRE BOX, FLUE/CHIMNEY, BURNER NOZZLE PUMPS AND OTHER ITEMS AS NEEDED. PROVIDE AN AFTER SERVICE AND BOILER CONDITION REPORT TO HVAC SHOP SUPERVISOR WITH DIGITAL PHOTOS. REPEATING THE BEFORE SERVICE PHOTOS. REVIEW REPORT WITH HVAC SUPERVISOR. CONFIRM BOILER IS OPERATING WITHIN FACTORY SPECS. PROVIDE REPAIRS AS DIRECTED BY URI. PROVIDE FLUE GAS ANALYSIS REPORT PRINT OUT TO URI CONTROL CENTER WITH EACH SERVICE. PROVIDE COPY OF FLUE GAS ANALYSIS WITH INVOICE FOR SERVICE.

URI HAS MANY BOILER/FURNACE TYPES. SEE ATTACHED LIST. YOUR FIRM MUST BE ABLE TO DO ALL ANNUAL MAINTENANCE CLEANING/SERVICES BETWEEN JULY 1ST - OCTOBER 10TH EACH YEAR.

- STATE OF RI PREVAILING WAGE RULES APPLY TO ALL REPAIR RATES

OIL FIRED UNITS:

THE MAINTENANCE IS TO INCLUDE, BUT NOT BE LIMITED TO:

- CLEANING AND VACUUMING THE FIRE SIDE & COMBUSTION AREAS OF THE BOILER
- INSPECT AND REPAIR EXHAUST PIPING AND FLUES
- REPLACING THE NOZZLE, ALL FILTERS AND SAFETY VALVES & FILTER SCREENS
- REPORT NOZZLE SIZE AND CONDITION
- ADJUSTING THE ELECTRODES
- ADJUSTING THE HIGH AND LOW LIMIT CONTROLS
- CLEANING THE FIRE-EYE
- ADJUSTING THE COMBUSTION AIR AND PERFORMING EFFICIENCY CO2 ANALYSIS AND OTHER ANALYSIS TO TUNE EQUIPMENT
- RECORD AND SUBMIT BURNER GAS ANALYSIS
- IN THE CASE OF STEAM BOILERS, PERFORM A BLOWN-DOWN, REPLACE THE SIGHT GLASS WHERE REQUIRED AND CHECK THE ADJUSTMENT OF THE AUTO-FILL IF ONE IS INSTALLED
- REPLACE PARTS AND EQUIPMENT, CLEAN FLUE
- REPORT OF FUEL OIL TANK AND OIL LINE CONDITIONS

GAS FIRED UNITS:

THE MAINTENANCE IS TO INCLUDE, BUT NOT BE LIMITED TO:

- INSPECT COMBUSTION AREA AND HEAT EXCHANGER AS APPROPRIATE
- INSPECT AND REPAIR EXHAUST PIPING AND FLUES
- ADJUST CONTROLS FOR PROPER AND EFFICIENT OPERATION
- CLEAN, ADJUST OR REPLACE IGNITORS AS REQUIRED
- PERFORM EFFICIENCY AND CO2 ANALYSIS AS APPROPRIATE
- CLEAN FLUE/CHIMNEY

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THE VENDOR MAY BE ASKED FOR QUOTATIONS FOR A VARIETY OF TASKS INCLUDING BUT NOT LIMITED TO OIL TANK REPLACEMENT, BURNER REPLACEMENT, BOILER, OIL LINE AND GAS LINE WORK & WELDING
 R STAMP PRESSURE VESSEL CERTIFICATION MAY BE REQUIRED NEAR BOILER PIPING AND OTHER WORK ASSOCIATED WITH THE BOILER OPERATION.

THE VENDOR MUST BE LICENSED FOR SERVICE AND REPAIR WORK OF BOILERS, FURNACES AND OTHER HEATING EQUIPMENT AS NEEDED FOR THE STATE OF RHODE ISLAND. ADDITIONALLY, ALL STAFF MUST HAVE THE PROPER LICENSE FOR ALL REQUIRED WORK.

THE VENDOR MUST BE ABLE TO PROVIDE 4 HOUR EMERGENCY RESPONSE 24/7.

VENDOR MUST PULL PERMITS FOR ALL WORK REQUIRING A PERMIT BY THE STATE OF RHODE ISLAND. PERMIT FEES ARE A PASS THROUGH COST TO URI WITH NO MARKUP.

THE VENDOR WILL BE REQUIRED TO CONDUCT THE ANNUAL INTERNAL BOILER INSPECTIONS AS REQUIRED BY CODE AND ESTABLISHED REGULATIONS, TO INCLUDE, BUT NOT LIMITED TO:

- OPENING AND INSPECTING, CLEANING, TUBE REPLACEMENT, GASKET REPLACEMENT, REFRACTORY REPAIR, CONTROL ADJUSTMENT, TEST OPERATION, EFFICIENCY TESTING AND CO2 ANALYSIS, AND ANY TEST REQUIRED FOR EPA REGULATIONS.

THE VENDOR MUST REQUEST PRIOR APPROVAL FOR THE USE OF A SECOND TECHNICIAN.

THE VENDOR MUST UTILIZE THE VENDOR SIGN-IN SHEET PROVIDED AT THE START OF EACH JOB, LOCATED AT THE SHERMAN BUILDING.

OVERTIME RATE APPLIES FROM 5:00pm TO 7:30am, PLUS SATURDAY, SUNDAY & STATE HOLIDAYS

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7/1/2021 - 6/30/2022								
1	HOURLY RATE MAINTENANCE SERVICE ON-SITE	1000	HOURS	\$ 98.00	\$ 98,000.00	1	\$ 98.00	\$ 98,000.00
2	OVERTIME RATE MAINTENANCE SERVICE ON-SITE	100	HOURS	\$ 142.00	\$ 14,200.00	2	\$ 142.00	\$ 14,200.00
3	BOILER/FURNACE REPAIR RATE	500	HOURS	\$ 98.00	\$ 49,000.00	3	\$ 98.00	\$ 49,000.00
4	PLUMBER REPAIR RATE	100	HOURS	\$ 98.00	\$ 9,800.00	4	\$ 98.00	\$ 9,800.00
5	ELECTRICIAN REPAIR RATE	100	HOURS	\$ 98.00	\$ 9,800.00	5	\$ 98.00	\$ 9,800.00
	MATERIALS/PARTS: PERCENT DISCOUNT OF LIST			% 10				
7/1/2022 - 6/30/2023								
6	HOURLY RATE MAINTENANCE SERVICE ON-SITE	1000	HOURS	\$ 98.00	\$ 98,000.00	6	\$ 98.00	\$ 98,000.00
7	OVERTIME RATE MAINTENANCE SERVICE ON-SITE	100	HOURS	\$ 142.00	\$ 14,200.00	7	\$ 142.00	\$ 14,200.00
8	BOILER/FURNACE REPAIR RATE	500	HOURS	\$ 98.00	\$ 49,000.00	8	\$ 98.00	\$ 49,000.00
9	PLUMBER REPAIR RATE	100	HOURS	\$ 98.00	\$ 9,800.00	9	\$ 98.00	\$ 9,800.00
10	ELECTRICIAN REPAIR RATE	100	HOURS	\$ 98.00	\$ 9,800.00	10	\$ 98.00	\$ 9,800.00
	MATERIALS/PARTS: PERCENT DISCOUNT OF LIST			% 10				
7/1/2023 - 6/30/2024								
11	HOURLY RATE MAINTENANCE SERVICE ON-SITE	1000	HOURS	\$ 100.00	\$ 100,000.00	11	\$ 100.00	\$ 100,000.00
12	OVERTIME RATE MAINTENANCE SERVICE ON-SITE	100	HOURS	\$ 145.00	\$ 14,500.00	12	\$ 145.00	\$ 14,500.00
13	BOILER/FURNACE REPAIR RATE	500	HOURS	\$ 100.00	\$ 50,000.00	13	\$ 100.00	\$ 50,000.00
14	PLUMBER REPAIR RATE	100	HOURS	\$ 100.00	\$ 10,000.00	14	\$ 100.00	\$ 10,000.00
15	ELECTRICIAN REPAIR RATE	100	HOURS	\$ 100.00	\$ 10,000.00	15	\$ 100.00	\$ 10,000.00
	MATERIALS/PARTS: PERCENT DISCOUNT OF LIST			% 10				

PARTS TO BE SUPPLIED AT A % DISCOUNT OFF LIST PRICE

INVOICES: TO URI WITHIN (2) TWO WEEKS OF WORK COMPLETION DATE.

CONTACT PERSON:
 HVAC SHOP SUPERVISOR, MARK RAVENELL; CARL PIERSON
 FACILITIES SERVICES
 60 TOOTELL RD.
 SHERMAN BUILDING
 KINGSTON, RI 02881
 PHONES: 401-255-2277

PROVIDE A RECORD OF YOUR STAFF'S SERVICE TRAINING ON BOILER'S FROM THE FOLLOWING MANUFACTURERS: PATTERSON KELLEY, BUDERUS, FULTON, MCLAIN, GOODMAN, VIESSMANN AND OTHERS.

COMMODITY: BOILER MAINTENANCE AND REPAIR
 OPENING DATE & TIME: 5/26/2021 @ 1:30 PM
 BLANKET REQUIREMENTS: 7/1/2021 - 6/30/2024

SHIP TO:
 URI FACILITIES SERVICES
 60 TOOTELL ROAD, SHERMAN BLDG.
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)
TempTec Mechanical LLC

BIDDER (NAME OF FIRM)
TempTec Mechanical LLC

BID NO: 101012

BID NO: 101012

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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UNIVERSITY OF RHODE ISLAND CONTRACT VENDOR PROTOCOL

OPERATIONAL PROCEDURES-

- ALL VENDORS WILL REPORT TO THE SHERMAN BUILDING, 60 TOOTELL RD. BETWEEN HOURS OF 7:30AM AND 4:00PM (PH# 874-4060). VENDORS WILL CHECK IN AT THE MAINTENANCE CONTROL CENTER (MCC) AND SIGN OUT A KEY PACKET. PICTURE ID WILL BE REQUIRED AT TIME OF SIGN OUT AS WELL AS THE SERVICE TECH'S CONTACT PHONE NUMBER.
- VENDOR WILL FILL OUT A TIME CARD WITH COMPANY NAME, TECHNICIAN NAME, JOB LOCATION WITH URI WORK ORDER NUMBER, AND PUNCH IN/OUT AT THE SHERMAN BUILDING TIME CLOCK. ONLY THE HOURS ON THE TIME CARD WILL BE PAID. A PHOTO COPY OF THE TIME CARD IS TO BE ATTACHED TO THE INVOICE ONLY.

- VENDOR WILL NOTIFY REQUESTING FACILITIES SUPERVISOR OF ARRIVAL. VENDOR WILL CONTACT REQUESTING SUPERVISOR UPON COMPLETION OF WORK AND LEAVE A DETAILED FIELD SERVICE SLIP WITH SUPERVISOR DESCRIBING WORK PERFORMED, PARTS USED AND ANY REMAINING ACTION NECESSARY. URI WORK ORDER # MUST BE ON SERVICE SLIP AND HOURS ON FIELD SERVICE SLIP MUST MATCH TIMECARD. KEY PACKET MUST BE RETURNED DAILY.
- NO PARKING ON ANY GRASSY SURFACES; HANDICAP SPOTS, FIRE LANES OR ON SIDEWALKS. SERVICE VEHICLES MUST HAVE APPROPRIATE SIGNAGE/ LABELING.
- VENDOR WILL SEND (1) SERVICE TECHNICIAN UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE WITH UNIVERSITY MANAGEMENT.

KEY PACKETS

- KEY PACKETS ARE AVAILABLE IN THE CONTROL CENTER FOR VENDOR USE ONLY. THEY ARE SIGNED OUT AND RETURNED DAILY. NO EXCEPTIONS.
- KEYS LOST OR MISPLACED ARE THE SOLE RESPONSIBILITY OF THE VENDOR AFFECTED. THE VENDOR WILL ASSUME ALL COSTS ASSOCIATED WITH ANY AND ALL LOST KEYS.
- KEY PACKS IN-USE AFTER 4:00PM WILL NEED TO BE CALLED IN TO THE CONTROL CENTER PH# 401-874-4060) AND EXPLAINED AS TO WHY THE KEYS WILL BE LATE. LATE KEYS WILL BE RETURNED TO THE MAIL SLOT OUTSIDE THE CONTROL CENTER DAILY. NO KEYS WILL BE HELD OUTSIDE OF WORKING HOURS WITHOUT MANAGEMENT AUTHORIZATION.

PROPER ATTIRE

- ON SITE TECHNICIANS ARE TO BE PROPERLY ATTIRED. NO TANK TOPS, SLEEVELESS SHIRTS, HATS WITH ANYTHING OTHER THAN VENDOR COMPANY LOGO WILL BE ALLOWED. SHIRTS WILL CONTAIN COMPANY LOGO, OR A COMPANY IDENTIFICATION BADGE SHALL BE CLEARLY DISPLAYED AND BE AVAILABLE FOR INSPECTION AT ANY TIME.
- NO SUNGLASSES WILL BE WORN INSIDE ANY BUILDING.
- PANTS WILL BE PROPERLY SECURED AT THE WAIST.
- SAFETY SHOES ARE REQUIRED.
- NO SMOKING IN OR WITHIN 50 FEET OF AN UNIVERSITY OF RHODE ISLAND BUILDING.

Prebid Conference

At the discretion of the University 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 URI Purchasing representative 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 Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. 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 URI Bidder Certification Cover Form, signed Bid Form, Bid Surety, if applicable -, signed General Contractor Apprenticeship Certification, if applicable, 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 "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the URI Purchasing Office and date-stamped receipted 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 URI Purchasing Office 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:

MAIL TO:

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

COURIER:

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

Bid proposals that are not received by the URI Purchasing Office 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 URI Purchasing Office. Postmarks will not be considered proof of timely submission.

Unless otherwise noted, 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

A fully executed URI/BOGHE Bidder Certification form, supplied with this bid proposal, must be submitted with the bidder's response.

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. Bidders may redact in the public 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. Instructions for submitting a Public Copy are included with this bid solicitation.

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 / The University 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

When required in the Bid Solicitation, 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 University of Rhode Island in the amount of five (5%) percent of the bid proposal. 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 Purchasing Agent, the full amount of the bid surety as liquidated damages. The University 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.

Rev 11-29-18

Performance and Labor & Payment Bonds

Individual projects and repair work requiring prevailing wage rates will be limited to \$50,000 under this award for services. Work exceeding \$50,000 will require the awarded vendor to obtain a Performance and Labor and Payment Bond for the specific work. Work will then be authorized in the form of a purchase order or purchase order change order.

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 University of Rhode Island Purchasing Department. 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 University Purchasing Department 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 University 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 University 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 Bid Form. The successful bidder will receive a tentative letter of award from the University Purchasing Department with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the University Purchasing Department 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 University department. 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 University Purchasing Department 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 this 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 University Purchasing Department. 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 work 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 copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of RI, The University of Rhode Island and the RI Board of Education 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 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: URI Risk Manager 210 Flagg Rd., Kingston, RI 02881 and provide evidence of the following specific types and amounts of insurance:

Type of Insurance Amount of Coverage

Comprehensive General Liability \$1 Million each occurrence (inclusive of both bodily injury and property damage)

- \$1 Million products and completed operations aggregate
- \$1 Million general aggregate
 - *Comprehensive General Liability coverage shall include:*
 - 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 non-owned and/or hired vehicles and equipment

Workers Compensation

Coverage B \$100,000

Environmental Impairment \$1 Million or 5% of contract amount,
("pollution control") whichever is greater

Builder's Risk Contract amount

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

The University 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 University Purchasing Department 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 University Purchasing Department, 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 University of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the University Purchasing Department, *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 General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, 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 University department.

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.

**THE
UNIVERSITY
OF RHODE ISLAND**

**DIVISION OF
ADMINISTRATION
AND FINANCE**

THINK BIG  WE DO™

PURCHASING DEPARTMENT
10 Tootell Road, Suite 3, Kingston, RI 02881 USA

p: 401.874.2171

f: 401.874.2306

uri.edu/purchasing



REVISED 12/12/13

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.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of the 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: 3210_01-08-2014_OceanStateCompanyInc.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 Cover Page): (1) title of solicitation; (2) name of bidder (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 §§ 372-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 accessible at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

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

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 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 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
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: [Signature]
Title: President

Subscribed and sworn before me this 25th day of May, 2021.

Nancy A. Haight
Notary Public
My commission expires: 10/5/2022

NANCY A. HAIGHT
Notary Public-State of Rhode Island
My Commission Expires
October 05, 2022

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.



The University of Rhode Island, Kingston Campus - Contract Vendor Protocol

Operational Procedures:

- Please review the University's policy regarding parking on campus at the following website:
<https://web.uri.edu/parking/visitorparking/>
- No parking on any grassy surfaces, handicap spots, fire lanes or on sidewalks unless specifically authorized. Service vehicles must have appropriate signage/labeling. Vendors must park in designated areas and follow all parking rules. For additional information, please visit the URI Parking Services website at: <https://web.uri.edu/parking/visitorparking/>
- For questions on deliveries to our Central Receiving warehouse please call: 401.874.5468

Proper Attire:

- On site technicians are to be properly attired. No tank tops, sleeveless shirts, hats with anything other than vendor company logo will be allowed. Shirts shall only display the company logo or be unadorned with a company identification badge clearly displayed and be available for inspection at any time
- No sunglasses will be worn inside any building.
- No smoking in or within 50 feet of any University of Rhode Island building.

URI Standard Documents:

The latest version of the following documents, available on the URI Capital Projects website, <http://web.uri.edu/capitalprojects/manual-for-construction-project-safety-procedures/>, will apply to all of the work at the University and are hereby incorporated by reference:

- URI Sexual Harassment Policy
- Manual for Construction Project Safety Procedures
- Hot Work Procedure
- Managing Fire Protection System Impairment
- URI Water System Regulations/Policies

*Note: If there are any contradictions between the above and specific contract requirements, the contract requirements will supersede the above.

STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office

One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

October 16, 2020

Mr. Ismail Ouldsfiya
Temptec Mechanical, LLC
84 Sprague Street
Providence, RI 02907

Dear Mr. Ouldsfiya:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as an MBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 2001. Your company has been approved as an **MBE** for the following scope: "**HVAC contractor**" firm under primary NAICS Code 238220.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **10/31/2021**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **10/31/2023**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



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October 16, 2020

Mr. Ismail Ouldsfiya
Temptec Mechanical, LLC
84 Sprague Street
Providence, RI 02907

Dear Mr. Ouldsfiya:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 2001. Your company has been approved as a **DBE** for the following scope: **"HVAC contractor"** firm under primary NAICS Code 238220.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **10/31/2021**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

