

Patricia A. Peshka
Purchasing Agent



Joseph J. Solomon
Mayor

City of Warwick
Purchasing Division
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Warwick, Rhode Island 02886
Tel (401) 738-2013
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The following notice is to appear on the City of Warwick's website Wednesday, May 27, 2020. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2021-034 HVAC Maintenance & Repairs for City-Owned Buildings

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, May 27, 2020.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Thursday, June 11, 2020. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall. ***Please note due to COVID-19, only one (1) person from each company may attend the bid opening. Employees and visitors must adhere to social distance guidelines. All visitors are advised to wear masks or face coverings at all times.***

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____
Bid2021-034 Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2021-034 HVAC Maintenance & Repairs for City-Owned Buildings

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2021-034 HVAC Maintenance & Repairs for City-Owned Buildings."

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact James Owens, for DPW at 401-921-9638 or, for McDermott Pool, James Scott, Recreation Director at 401-921-9623.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder must indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

Prevailing Wages will apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability in a minimum amount of \$1 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said **Certificate of Insurance** and **Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm August 30, 2020 through August 29, 2021. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

**CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR HVAC MAINTENANCE AND REPAIR CONTRACT FOR
CITY-OWNED BUILDINGS**

COMPLIANCE

SCOPE:

(Yes/No)

The scope of work required is to furnish all labor and parts necessary to service and maintain all heating, ventilation, hot water equipment at McDermott Pool along with the other City Buildings. It also includes the filtration and purification systems at McDermott Pool. The period of this scope of work shall be for duration of the awarded contract, which will be one year from date of award. All work is to be done in accordance with these specifications. Repairs required by this specification **will not** include the ice plant at Thayer/Warburton Arenas.

REQUIRED SERVICES:

(Yes/No)

Repair Service:

To provide the necessary maintenance and repair service to keep all equipment in good working order at the labor rates agreed to in the contract for normal working hours, evening hours, and weekend hours. The contractor will be reimbursed for parts and labor by the city after each repair call. Each service must be invoiced separately. City of Warwick requires from the successful bidder(s) copies of vendor's invoices for parts being billed to the City. Each bill should indicate the date of service and the building in which the service was performed, and billed within five (5) business days. Failure to adhere will result in non-payment of that particular bill. The overtime hours must be listed. No work is to be performed without owner authorization and issue of a purchase order to cover the necessary service.

The total amount of personnel to be used on each assignment must be approved by James Owens at 401-921-9638 for Various City-Owned Buildings, and/or James Scott, Recreation Director for McDermott Pool, at 401-921-9623.

Normal crew size is considered to be one (1) person. If more than one person is needed to perform, repair or maintain a job, prior authorization must be obtained. Compensation for such additional personnel will be as stipulated under the payment provisions.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

COMPLIANCE

PAYMENT:

(Yes/No)

For work during normal working hours, payment will be made at the hourly rate as shown on the bid form for the applicable building HVAC system for the number of hours contractor is actively engaged in repair or maintenance work.

For work outside of normal working hours (overtime), payment will be made at the overtime rate as shown on the bid form for the applicable building HVAC system for the number of hours contractor is actively engaged in repair or maintenance work.

For purpose of payment, the minimum payment for responding to repair or maintenance work will be one (1) hour multiplied by the applicable bid item rate.

No adjustment for travel time to and from the job at the beginning or completion of work will be made.

Percentage of mark-up (over vendor's cost) on all parts and equipment purchased and installed by the contractor will be at the percentage mark-up given in the bid, except that a mark-up greater than 20 (twenty) percent will not be allowed.

The respective hourly bid rates given on the bid will apply for both preventive maintenance, as required, repair service and installation.

City of Warwick reserves the right to cancel the award immediately for failure to comply with these specifications.

All parts; labor and material shall have forty-five (45) days guarantee, unless manufacturer suppliers guarantee is greater.

The successful bidder (s) will supply all manpower supplies and equipment necessary to complete assignment.

All work is to be done in accordance with all Local, State and Federal laws.

Successful bidder(s) will notify James Owens and/or James Scott immediately of all obstacles encountered that may be preventing said bidder(s) from completing assigned projects.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

COMPLIANCE

(Yes/No)

Time of Performance:

Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m. This service is to be provided at a twenty-four (24) hour emergency service. This includes Saturdays, Sundays and Holidays, (which are considered overtime hours), when requested by the City. Only holidays recognized in Rhode Island can be billed as overtime hours. Night time telephone number(s) for contacting contractor's personnel must be provided.

Response times for the contractor to respond to a given request by the City are as follows:

Emergency: within one (1) hour any time of the day or night
Repair Service: within twenty-four (24) hours
Maintenance Service: within twenty-four (24) hours

PROPRIETARY PRIVILEGES:

(Yes/No)

City of Warwick reserves the exclusive right to purchase any part, equipment directly and have the successful bidder install the item(s) at the respective bid rate, if it is in the City's best interest to do so.

City of Warwick reserves the exclusive right to purchase equipment or service from any vendor or contractor and perform any of the work covered by these specifications with its own personnel if it is in the City's best interest to do so.

City of Warwick reserves the right to award this bid in part or in full.

City of Warwick reserves the right to cancel the bid immediately for failure to comply with these specifications.

The City of Warwick reserves the right to use hourly rate for maintenance of HVAC system and installation of new HVAC system in City Buildings.

R.I. State Labor Laws Chapter 37-12 and 13 must be adhered to when applicable. Successful Bidder(s) must comply with all local, State and Federal laws when applicable. Subcontracting, by the successful bidder, will not be allowed.

Any equipment or property damaged by the successful bidder as a result of faulty workmanship will be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of successful bidder and disposed of in accordance with State and Federal guidelines. City will pay for job site hours only and not portal-to-portal.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

REFERENCES:

A list of related references for like work is required with contact names, addresses and phone numbers.

<u>Entity</u>	<u>Contact Person</u>	<u>Tel. No.</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2021-034 HVAC Maintenance & Repairs for City-Owned Buildings

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Pricing as Follows

Continued next page

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Bid2021-034 HVAC Maintenance & Repair Contract for City-Owned Buildings

A. REPAIR SERVICE

1. Hourly Labor Rate Mechanical
Contractor Master "A" Or Refrigeration
Contractor Master Class I Or Pipefitter
Contractor Master Class I

Normal Hours: \$ _____ /hour

Overtime Hours: \$ _____ /hour

Weekend & Holiday Hours: \$ _____ /hour

2. Hourly Labor Rate Refrigeration - Journeyman Class I

Normal Hours: \$ _____ /hour

Overtime Hours: \$ _____ /hour

Weekend & Holiday Hours: \$ _____ /hour

3. Hourly Labor Rate Other (if needed)

Normal Hours: \$ _____ /hour

Overtime Hours: \$ _____ /hour

Weekend & Holiday Hours: \$ _____ /hour

B. PARTS

1. Cost Plus _____ %