



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: On Call HVAC Maintenance, Repair and Installation Services- Two Year Contract with Two One Year Options (Open Enrollment)

Procurement/MinuteTraq #: 49238

Date to be opened: June 16, 2025

Issuing Department: Department of Public Property

QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: John Arzoomanian
 - Title: Director of Public Property
 - Email: jarzoomanian@providenceri.gov
 - Name: Chevell Burgess
 - Title: Deputy Director of Purchasing
 - Email Address: cburgess@providenceri.gov

Pre-submission Conference

At this time, the City will not be conducting a voluntary or mandatory pre-bid meeting. If the proposer vendor is interested in seeing the locations, please contact Chevell Burgess.

Deadline for questions submissions:

Friday May 9, 2025, by 12 PM.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 06/16/2025

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See *forms and instructions enclosed (pages 10-11) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

******Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) ☐ A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) ☐ A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) ☒ No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

****If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20____.

Signature of Representation

Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) through d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), “Business” means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the “Business” _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

c. The Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? ☐ Yes ☐ No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position

MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE				
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> • Nonprofit organizations are not required to complete the rest of this form. • Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature			Title		Date
Subcontractor/Supplier Signature			Title		Date

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**

MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal.

State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director /
or Duly Authorized Representative

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II [Section 21-28.1](#) c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

“FIRST SOURCE” REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence, hereafter referred to as the “City”, is seeking proposals from qualified vendors interested in providing service/ repair, maintenance, replacement or installation of HVAC systems/ equipment necessary for the successful operation of HVAC systems operated by the City. The City has the option to provide all system-specific components or repair parts of the covered system. The required services under this agreement include but are not limited to providing all labor, materials, supervision, equipment, incidentals and related items necessary to complete the assigned tasks in adherence with the specifications contained herein.

It is necessary for vendors to read the information contained in the Request for Proposals (RFP) to understand how to successfully submit the proposal and what documents must accompany the proposal.

The types of work anticipated under the scope of this contract are as follows:

- Service or maintenance - includes but is not limited to the cleaning, minor repair, lubrication, overhaul and all other regular maintenance on HVAC equipment to keep it in proper running order.
- General & emergency repairs - repairs as required bringing HVAC equipment back online and restoring to proper working order.
- Replacement of the kind of HVAC equipment that is damaged or deteriorated beyond the point of economic repair.

The City may also elect to use this blanket agreement for minor operational projects but reserves the right to obtain competitive quotes from non-awarded firms participating in this RFP.

General Requirements

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

The successful bidder(s) must be equipped to provide mobile services for as needed services.

Bidders must be able to respond to emergency calls within two hours. This response time applies to usual business hours, evenings, weekends, and holidays.

The Successful Bidder(s) and anyone performing any services associated with this contract award pursuant to this solicitation must possess all the licenses required by federal, State and local law to perform such work. (The issuing department will seek this information directly after the bids are received and reviewed).

All Bidder(s) must be in compliance with all OSHA, DEC and EPA/DEM laws and regulations. It is a requirement for the selected bidder(s) to have a current OSHA 10 card. (The issuing department will seek this information directly after the bids are received and reviewed).

Prior to the execution of this contract, the successful bidder(s) must be insured, and a certification of insurance must be provided to the city- listing the “City of Providence” as additionally insured. It is the responsibility of the bidder to provide the City with updated insurance certifications during the life of the contract. (The issuing department will seek this information directly after the bids are received and reviewed).

The person signing the proposal must be a legal representative of the company/firm authorized to bind the company to an agreement in the event of the award.

All work shall conform to all local, state and federal regulations.

Bids must include copies of all applicable Safety Data Sheets (SDS) for products to be used at sites serviced by the vendor. The selected vendor will be expected to follow all federal, state, and local regulations as well as all manufacturer requirements as outlined on the SDS for any product utilized at serviced sites.

Scope of Work / Description of Services

The purpose of this contract consists of furnishing all labor, materials, tools, equipment and insurance needed to perform mechanical and HVAC preventive maintenance and repair at City-owned facilities. The successful bidder(s) is responsible for developing the service prices necessary to conform to the contract specifications that are applicable to the service locations being proposed on.

Tasks will include, but are not limited to:

- Filter changes
- Oil and greasing
- Belt adjustments or replacement
- Cleaning of coils, evaporators, condensers, tubes and cooling towers, water treatment, truck driving, parts pickup and delivery.
- Repair of unitary equipment up to 50 tons capacity
- Blow out condensate drain and clean pan
- Duct and piping replacement / installation (including underground pipes)
- Duct cleaning
- Visually check for refrigerant leaks
- Air balance service
- In kind replacement of existing HVAC units
- Welding and fabrication
- Repairs and replacing equipment such as motors, pumps, pulleys, belt compressors and gauges
- Repairs and replacement of other appurtenances and components used to control the temperature, humidity and air flow
- Routine and preventative maintenance and inspections on general HVAC equipment such as Split-Systems, Packaged Unit, Air Handlers, CAV's, VAV's, Unit Ventilators, Fan Coil Units and Heat Pumps.

Upon the request of the City, the following evaluations may be performed:

- Annual inspections
- Diagnostic evaluations
- System specific evaluations

Work shall be performed in accordance with the manufacturer's recommendation.

All maintenance and repair work performed shall conform to all applicable codes and ordinances, including EPA certified technicians to handle CFC refrigerants.

Maintenance and repairs of a non-emergency nature, shall be performed on straight time during the normal operating hours of the building in which the work is being performed

Field Service reports must be provided each time service is performed at a facility. The Contractor shall supply the State with written verification of all work performed, man hours required, materials/parts used, technician(s) name(s), date(s) and hours of service.

The bidder(s) shall use only factory Original Equipment Manufacturer (“OEM”) parts while performing services on factory warranted equipment. Upon the City’s approval, the contractor may utilize aftermarket or remanufactured parts on post warranty units.

“As-built” drawings for any changes made to a physical plant shall be provided.

Emergency Calls/Service Calls → A minimum of two (2) technicians shall be available to respond to emergency service calls, which may be received at any time.

The successful bidder(s) shall have a dispatcher available via one (1) telephone number and provide 24-hour response to service calls, seven (7) days per week including holidays.

Hours of Operation and Work

Services shall be performed during normal working days and hours defined as Monday-Friday from 7:00 a.m. to 5:00 p.m. (except scheduled holidays, see below).

- Nationally recognized holidays: New Year’s day, Martin Luther King Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Years Eve.

Overtime hours are defined as hours after working hours, Monday-Friday between 5:01 p.m. and 6:59 a.m. Saturday, Sundays and State Legal Holidays.

Vendors must secure written approval from the issuing department prior to performing work at overtime rates.

The extended/overtime hourly rates shall not exceed 1½ times the value of the hourly rate.

Emergency services: Bidder(s) shall maintain a twenty-four (24) hour capability with sufficient manpower, equipment and vehicles to assure emergency repair response and a two (2) hour response time is expected for emergency service.

Service calls: Bidder(s) must respond by phone within two (2) hours and establish a mutually agreed arrival time at the requesting department.

Locations

Serviced locations include but are not limited to: (Additional information will be provided via Addendum #1 “Locations”).

Reporting

The vendor will be required to communicate with each project's designated point person of the City (via telephone and/or email) when they are on site to begin the project and when the project has been completed.

Bidders must receive prior approval from the requesting department to perform all projects including additional repairs and services that are not part of the initial service call.

Bidder(s) personnel shall report arrival to and departure from job site to the requesting department or designated representative.

Monthly Reports may be requested by the City at any time.

Labor / Prevailing Wage Rates

The successful bidder(s) shall adhere to the requirements of the Rhode Island General Law 37-13 and the general prevailing rate of pay for regular, holiday and overtime wages to be paid to each craftsman, mechanic, teamster, laborer or other type of worker performing work on public works projects when state or municipal funds are used in excess of \$1,000.

Certified payrolls may be requested at any time upon the City's request.

Bidder shall generally be paid for actual labor and materials used except minor consumables.

Licensing Requirements

To participate in bidding for this solicitation the required licenses are as follows:

Master Mechanical Contractor (MMA): can bid, engage in and obtain permits for unlimited heating, cooling and process piping work.

OR

Contractor Master – (CM): can bid on unlimited heating, cooling and process piping work. This license does not allow the holder to perform heating, cooling and process piping work: this work must be done by properly licensed individuals.

OR

Pipefitter Master – Class I – Unlimited License (PM1): can bid, engage in and obtain permits for unlimited process piping and heating work

OR

Refrigeration Master – Class I – Unlimited License (RM1): can bid, engage in and obtain permits for refrigeration, air conditioning and cooling work.

All contractors and sub-contractors must have current valid licensing issued by the State of Rhode Island Department of Labor and Training.

Rental Equipment

The City will not permit payment of invoices for rental equipment or “tools of trade” without prior authorization. Pre-approval of rental equipment by the City for special circumstances is required.

Invoices and requests for payments must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. Mark-up must not exceed 10%.

Quotes for Service

Written quotes for service should be submitted to the indicated contact person in the department requesting service. The City shall approve payments for actual labor and materials cost up to and not exceeding the quoted amount.

These quotes must be broken down into labor and parts/materials, i.e. no lump sum amount will be accepted.

The vendor is fully responsible for investigating and identifying the required working hours and resources and indicate any exceptions or exclusions on the submitted quote(s). The City reserves the option to request additional quotes from other approved vendors, if submitted quote appears to be above historical costs.

Questions regarding the quote for the scope of work should be resolved in the written quote prior to issuance of a work order and receipt of a purchase order.

Work should not commence without the final purchase order provided by the requesting department.

Invoicing

Invoices must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal, fees, etc.

All subsequential invoices must refer to a City purchase order number.

Original invoices shall be submitted to the City’s Accounts Payable Department and department Fiscal Advisor as provided for on the purchase order.

Invoices for payment should be submitted immediately following the approved completion of the service provided for the City.

Billing must be reflective of actual time worked. Bidders cannot require a minimum number of hours for service calls.

Warranty

All warranties via manufacturers shall apply. The bidder must, as part of the bid submitted and responsive to this RFP, stipulate what warranty/guarantee for all goods/service they are committing to with regards to City work. At a minimum, the awarded bidder(s) must warranty all goods/service for a period of one (1) year.

The awarded bidder(s) will be obligated to repair and/or replace all defects in material or workmanship, which are discovered or exist during the period of the warranty.

All labor, parts, and transportation costs resulting from the utilization of a warranty shall be at the awarded bidder's expense.

Term of Engagement

The City is seeking a multi-year partner. This contract will be awarded for a period of two years (effective from July 1, 2025, through June 30, 2027) with an additional two- one-year option terms (TBD effective from July 1, 2027, to June 30, 2028 & July 1, 2028, to June 30, 2029). The decision to renew the contract will be at the sole discretion of the City of Providence. Automatic renewals are not allowed.

The parties may renew, upon mutual agreement, beyond the two (2), one-year periods for a period not to exceed 180 days.

All labor rates and vendor furnished material and part(s) margins offered herein shall be firm against any increase for at least two (2) years from the effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the Director of Purchasing and Director of Public Property in advance of any anticipated changes in prices and submit a request for a price increase. Requests for increases must be supported by vendor documents supporting corresponding increases in their cost of doing business. Increases will not be allowed in excess of the rate of inflation, reported as the CPI-U for the applicable year.

The City reserves the right to accept or reject within thirty(30) days after the request for a price change. If the price increase is not approved, the contract shall not be renewed.

Proposed Schedule

The timeline for the selection process is presented below. A pre-bid conference is not scheduled for this item. Complete responses must be received by Monday May 19, 2025, at 2:15 pm and sent to the City Clerk (25 Dorrance Street Providence, RI 02903 Room 311). No faxed or electronic submissions will be accepted. Upon awarding the bid, the City would plan to commence work starting July 1, 2025. Any changes will be posted to the City of Providence Purchasing Department official website located at <https://www.providenceri.gov/purchasing/openrfpsummary/> . Respondents are responsible for checking the website for any scheduled changes.

<u>Events</u>	<u>Date</u>
Request for Proposals Issued	Monday April 21, 2025
Deadline to submit bid questions (via email to subject matter experts)	Friday May 9, 2025
Final response to questions (via public addendum)	Wednesday May14, 2025
Bids Due	Monday May 19, 2025

Evaluation Criteria

Proposals shall be reviewed by the Department of Purchasing on a “Pass/Fail” basis. All criteria must receive a “Pass” determination for a vendor’s potential inclusion on the resulting contract. Any criteria with a “Fail” determination will not be reviewed further and the vendor will be dropped from consideration.

Criteria	Pass/Fail
Licensing	
Statement of Qualifications	
References	
Cost Proposal	
Overall Pass/Fail	Pass/Fail

Award

This bid may be awarded either in whole or in part to multiple vendors, whichever is in the best interest of the City of Providence and will be utilized on an “as needed” basis. There is no guarantee that any/all services will be utilized.

The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with 30 days’ written notice.

Federally Imposed Tariffs

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- a. **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- b. **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - 1) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;

- 2) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
 - a. **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
 - b. **City's Ability to Make Changes:** The City reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

Notice for submission

Narrative and format: Bid proposals must address specifically each of the following elements.

Cover Letter : Provide a cover letter indicating the company's understanding of the requirements/ scope of services of this specific proposal. The letter must be a brief formal letter from the proposer that provides information regarding the company's interest in and ability to perform the requirements of this competitive Request for Proposal.

Qualifications- The bidder(s) shall prepare a statement of qualifications detailing the size, stability and capacity of the organization, including at a minimum, disclosure of the total number of years in operation, number of employees, and a description of the shop and storage facilities intended to support the City. In the qualifications section, please attach resumes for each individual who will be assigned City's Work Orders, outlining their experience with the types of HVAC systems, controls, administration, and repairs.

Three References (Attachment A)- Please provide the three(3) largest clients or completed projects. Include only references within the previous thirty-six (36) months. The City reserves the right to contact these references during the evaluation process.

Contact sheet (Attachment B)- Please provide the company contact information for services.

Cost Proposal (Attachment C)- Complete Cost Proposal form.

Attachment A: References

Please list at least three (3) customers with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Providence, and a website address should be included if available.

Reference #1

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference #2

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference #3

Company Name: _____

Contact Person: _____ Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Attachment B: Service Team: Members Form

Firm Name: _____

Point of Contact: _____

Address: _____

Telephone: _____

Email: _____

Supervisor Point of Contact: _____

Telephone: _____

Email: _____

Emergency Services Point of Contact: _____

Telephone: _____

Email: _____

Invoice Questions Point of Contact: _____

Telephone: _____

Email: _____

Attachment C: Cost Proposal

ON-CALL HVAC MAINTENANCE, REPAIR AND INSTALLATION SERVICES- TWO YEAR CONTRACT WITH TWO ONE YEAR OPTIONS (OPEN ENROLLMENT)

Vendor Name: _____ Tel No: _____

Address: _____ Email: _____

City - State: _____

Description	Master rate/hour	Journeyman rate/hour	Apprentice rate/hour
Straight Time - Within usual business hours, M-F 7AM-5PM			
Premium Time (Evenings M-F After 5 PM)			
Saturdays			
Sundays			
Holidays			

- The price of parts and material to the City of Providence must be no more than cost plus % validated by a copy of an invoice to the awarded vendor outlining supplier cost from the supplier as it refers to the parts used. Such supplier's cost documentation must be available on request at any time.*

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.