

1/11/2024



**RHODE ISLAND  
COLLEGE**

**PURCHASING DEPARTMENT**  
600 Mt. Pleasant Avenue, Building #5  
Providence, Rhode Island 02908  
Phone: 401-456-8047 Fax: 401-456-8528

**BID/PROPOSAL**

**SOLICITATION NUMBER: 44647**  
**SOLICITATION TITLE: PENFIELD HALL COOLING TOWER REPLACEMENT—RIC**  
**BID PROPOSAL SUBMISSION DEADLINE: FEBRUARY 7, 2024 at 2:00 PM**

**NOTICE TO VENDORS:**

This solicitation shall be subject to Procurement Regulation 220-RICR-30-00-4

Per Section 4.6 A(1)c, .....*vendors who are not prequalified may bid on a public works project, but the vendor must be prequalified prior to the issuance of the award.*

Please follow instructions provided at <https://www.ridop.ri.gov/prequalification/>

Note, Prequalification Packet Form should be submitted in a separate sealed envelope at time of bid submission. This packet should not be included within the Public Copy.

**PREBID CONFERENCE: YES**

**NONMANDATORY**

**MANDATORY**

**Date: Monday, January 22, 2024**

**Time: 1:00 PM Location: Physical Plant Building - Facilities Conference Room - 2<sup>nd</sup> floor**

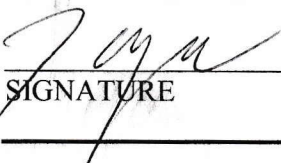
**Note to Bidders: Questions concerning this solicitation may be emailed to [jcimorelli@ric.edu](mailto:jcimorelli@ric.edu) no later than January 26, 2024 @ 3:00 PM (EST). Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.**

**PAYMENT AND PERFORMANCE BOND REQUIRED: Yes**

**BID BOND REQUIRED: Yes**

COMPANY NAME: COYNE MECHANICAL INC  
STREET AND NUMBER: 347 TOURTELLOT HILL RD  
CITY, STATE & ZIP CODE: CHEPACHET R.I. 02814  
TELEPHONE NUMBER/ FAX: 401-447-7996

TIMOTHY COYNE PRESIDENT  
PRINT NAME AND TITLE:

  
SIGNATURE

02/06/2024  
DATE

TIM@COYNEMECH.COM  
E-MAIL ADDRESS

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

**NOTICE TO VENDORS:**  
**BIDDER CERTIFICATION COVER FORM**

**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 "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below

  N   1. State whether the Bidder, or any owner, officer, director, manager, stockholder, 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, authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.

  N   2. State whether your company, or any officer, director, stockholder, 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 5 years. If "Yes," provide details below.

  N   3. State whether your company or any owner, officer, director, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

  N   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.

Disclosure details (continue on additional sheet if necessary):

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**SECTION 3 – OWNERSHIP DISCLOSURE**

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

If the vendor is privately held, the vendor shall provide ownership information below.

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.

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.

TIMOTHY COYNE

347 TOURTELLOT HILL RD

CHEPACHET R.I. 02814

PRESIDENT 100% OWNER

**SECTION 4 –CERTIFICATIONS**

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

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

**THE VENDOR CERTIFIES THAT:**

Y 1. I/we certify that I/we will immediately disclose, in writing, to the College Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 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 RIC as a public agency and gives binding contractual authority to the Rhode Island College 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 Rhode Island College may be disregarded and shall not be binding on Rhode Island College.

Y 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 Rhode Island College Purchasing Agent in writing of such circumstance.

Y 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 Rhode Island College Purchasing Agent in writing of such circumstance.

Y 5. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

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

Y 7. I/we acknowledge that I/we understand the State’s Purchasing Laws ([§37-2 of the General Laws of Rhode Island](#)) and the [RI Division of Purchases Regulations](#) apply as the governing conditions for any contract or purchase order I/we may receive from Rhode Island College including the offer contained herein.

Y 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

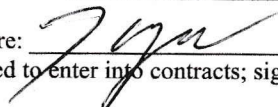
Y 9. If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

Y 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; COYNE MECHANICAL INC

Vendor’s Signature:  Bid Number: 44647 Date: 02/07/2024  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

TIMOTHY COYNE PRESIDENT  
Print Name and Title of Company official signing offer

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)**

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**Employer ID No. (EIN)**

46	2762329
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**NAME** COYNE MECHANICAL INC

**ADDRESS** 347 TOURTELLOT HILL RD

**(REMITTANCE ADDRESS, IF DIFFERENT)** \_\_\_\_\_

**CITY, STATE AND ZIP CODE** CHEPACHET R.I. 02814

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

**SIGNATURE**  \_\_\_\_\_ **TITLE** PRESIDENT **DATE** 02/06/2024 **TEL NO.** 401-447-7996

**BUSINESS DESIGNATION:**

Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
Partnership  Corporation  Trust/Estate  Legal Services Corporation

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5  
600 Mt. Pleasant Avenue, Providence, RI 02908

Solicitation #: 44647  
Solicitation Title: Penfield Hall Cooling Tower Renovations

**BID FORM**

To: Rhode Island College  
Purchasing Office, Building #5 – East Campus  
600 Mt. Pleasant Avenue, Providence, RI 02908

Bidder: Coyne Mechanical Inc  
Legal name of entity  
347 Tourtelot Hill Rd Chepachet RI 02814  
Address (street/city/state/zip)  
Timothy Coyne Tim@coynemech.com  
Contact name Contact email  
401-447-7994  
Contact telephone Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

\$ 197,400.00  
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

One hundred ninety seven thousand four hundred  
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

**Allowances**

The Base Bid Price includes the costs for the following Allowances:

1. N/A

**Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

**Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: 1-16-2024

Solicitation #: 44647

Solicitation Title: Penfield Hall Cooling Tower Renovations

Addendum No. 2 dated: 1-29-2024

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

## **2. ALTERNATES (Additions/Subtractions to Base Bid Price)**

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

**Alternate: None**

## **3 UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit. Unit Prices are to be used for a deduction of base bid work.

Unit Price No. 1:

Water Treatment Equipment                           \$ 6,800

Unit Price No. 2:

VFD Equipment:                                       \$ 9,800

## **4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Shop Drawing Submission:      Within 14 calendar days of issued PO.
- Substantial Completion:        Within 18 weeks of issued PO
- Final Completion:                Within 22 weeks of issued PO

## **5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$250/day.

**Two-Hundred-Fifty dollars per calendar day.**

Solicitation #: 44647

Solicitation Title: Penfield Hall Cooling Tower Renovations

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**BIDDER**

Date: 2-07-24

Coyne Mechanical Inc  
Name of Bidder

[Signature]  
Signature in ink

TIMOTHY COYNE President  
Printed name and title of person signing on behalf of Bidder

# GL-37683  
Bidder's Contractor Registration Number

# MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

Bond Number: 456931

### CONTRACTOR:

(Name, legal status and address)

Coyne Mechanical, Inc.  
347 Tourtellot Hill Road  
Chepachet, RI

### OWNER:

(Name, legal status and address)

Rhode Island College State of RI  
600 Mt. Pleasant Avenue  
Providence, RI 02908

**BOND AMOUNT:** Five Percent of Bid Amount  
5 %

### PROJECT:

(Name, location or address, and Project number, if any)  
R.I.C. Penfield Building Cooling Tower Replacement

### SURETY:

(Name, legal status and principal place  
of business)

Merchants National Bonding, Inc.  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

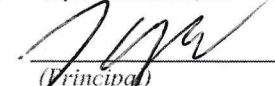
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of February, 2024

  
(Witness)

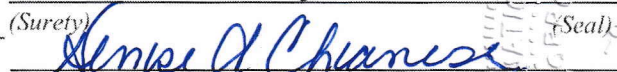
Coyne Mechanical, Inc.

  
(Principal)  
PRESIDENT  
(Title)

(Seal)

  
(Witness) Jessica Mendonca

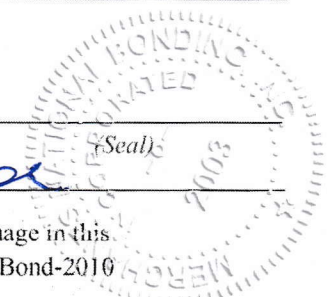
Merchants National Bonding, Inc.

  
(Surety)  
Denise A. Chinese Attorney-in-Fact  
(Title)

(Seal)

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010





# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Denise A Chianese**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

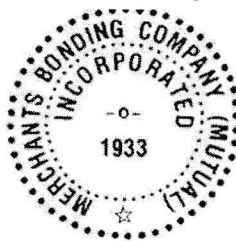
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of February, 2024.



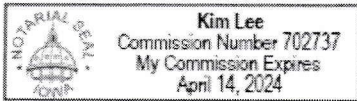
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 7th day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of February, 2024.



*William Warner Jr.*  
Secretary

