



Rhode Island Airport Corporation

February 26, 2010

REQUEST FOR PROPOSALS

PROVIDE ELECTRICAL AND CONSTRUCTION DESIGN BUILD SERVICES TO

REPAIR & UPGRADE THE FIRE ALARM SYSTEM FOR THE BRUCE SUNDLUN TERMINAL AT T.F. GREEN AIRPORT

CONTRACT NO. 23565

Approved by:

Alan Andrade
VP Operations and Building Maintenance

Approved by:

Billy Cox
Purchasing Agent/Manager Administration

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REPAIR & UPGRADE THE TERMINAL FIRE ALARM SYSTEM

I. INTRODUCTION

1. The Rhode Island Airport Corporation (RIAC) is requesting proposals from qualified Electrical Contractors to provide electrical and construction Design Build services for the coordination, and preparation of permit documents associated with the repair & upgrade of the Fire Alarm System for the Bruce Sundlun Terminal at T. F. Green Airport (PVD). The final deliverables shall consist of construction contract documents and the Professional Services Agreement, which shall be complete and shall set forth in detail all requirements for the electrical phasing, site work, and all necessary permits and approvals required for the repair & upgrade of the Terminal Fire Alarm System.
2. A Pre-Proposal Conference will be conducted at RIAC Administrative Offices, 2000 Post Road, Third Floor Reception Area, Warwick, RI 02886 on March 15, 2010 at 10:00 A.M. local time. RIAC shall not be responsible for disseminating information discussed at this meeting except as issued by Addendum.
3. One (1) electronic and five printed copies of your proposal must be received by 4 p.m. (Eastern Time), April 2, 2010. The proposals shall be limited to twenty-five (25) double sided 8 ½ x 11 pages, not including resumes, and must be addressed to:

Beth Tetreault
Procurement Specialist
Rhode Island Airport Corporation
T.F. Green Airport
2000 Post Road
Warwick, RI 02886-1533

4. Late proposals will not be accepted. Questions concerning this Request are to be submitted in writing to Beth Tetreault, via email at btetreault@pvdairport.com. Questions will be accepted until March 26, 2010 at 4:00 PM. Responses to questions concerning this RFP may be shared with all interested parties to ensure equal awareness of important facts and details.
5. RIAC accepts no financial responsibility for any costs incurred in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC prior to being hired. The submittals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting, the proposer certifies that it has fully read and understands the RFP, has full knowledge of the Description of Work to be provided, and accepts the terms and conditions under which the services are to be performed.
6. RIAC reserves the right to interview some, all or none of the firms responding to this RFP based solely on its judgment as to the proposals and capabilities. RIAC reserves the right to reject any and all submittals, to request and consider additional information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least ninety (90) days after the time and date set for submission.
7. RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend or waive any provisions of this RFP, prior to the issuance of a contract.
8. Once selections are completed, RIAC will negotiate and execute a Professional Services Agreement (PSA) with an initial term of one-year, with up to two renewable one year options, awarded at the sole discretion of RIAC. Contract period will be a maximum of three years. Actual work undertaken will be by separate and distinct task orders.

9. Procedures respecting submittals and the selection shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

II. PROJECT DESCRIPTION:

A. BACKGROUND

The project consists of providing electrical and construction design-build services for the repair & upgrade of the Terminal Fire Alarm System at T.F. Green Airport in Warwick, RI. The purpose of the project is to upgrade existing obsolescent Edwards Systems Technology Co., Model IRC3 Fire Alarm Control System to a current type EST-3 System and have the repaired system comply with current State of Rhode Island Fire and any other applicable code requirements.

B. DESCRIPTION

The description below is a three (3) phased repair and upgrade approach and is provided to indicate a general level of effort anticipated for this project. While this recommended preliminary scope of work is being provided for the proposing firm(s), the final scope of work will be prepared in consultation with the selected Contractor and RIAC.

Phase 1

Description:

Phase 1 includes the upgrade of all control panels, graphic annunciators, audio amplifiers, and the addition of an LCD annunciator in the Airport Police Dispatch Area. All existing devices and notification appliances are to remain and must be operable on the new control equipment.

Electrical contractor responsibilities:

Mount all new control cabinets.

Provide all necessary raceway and wiring between existing equipment locations and new control cabinets.

Assist in terminating conductors as needed.

Coordinate all installation and testing activities with airport management.

Assist in 100% pre-test and final test of the system.

Fire Alarm contractor responsibilities:

Provide system submittals, battery calculations, and riser diagrams for RIAC and fire department review.

Provide and assemble all new control cabinets.

Convert all existing notification and detection circuits to the new control equipment.

Program all existing devices and functions into the new control equipment.

Provide and configure new graphic annunciator control hardware for the annunciators at the Fire Command Center and the Airport Police Dispatch Area.

Perform a 100% pre-test and final test of the system.

Update all device labels and messages as required.

Conduct a training session for the airport maintenance personnel.

Phase 2

Description:

Phase 2 includes providing synchronization of all flashing strobe lights throughout the airport terminal. All existing flashing strobe lights will be reconfigured on the new system control equipment so that strobe lights are synchronized as required by NFPA72 and ADA.

Electrical contractor responsibilities:

Provide a 2 wire, "Class A" circuit between all NAC power boosters in the airport.
Assist in performing a 100% test of all strobe lights for proper synchronization.

Specific tasks and materials:

Install 2 #14 THHN conductors (red/black) from the Fire Command Center to the North Concourse Electric Room #140.
Install 2 #14 THHN conductors (red/black) from the North Concourse Electric Room #140 to the Center Emergency Electric Room #115B.
Install 2 #14 THHN conductors (red/black) from the Center Emergency Electric Room #115B to the South Concourse Electric Room #173.
Install 2 #14 THHN conductors (red/black) from the South Concourse Electric Room #173 to the Fire Command Center.

Fire Alarm contractor responsibilities:

Provide and configure new synchronization modules in the existing NAC power boosters.
Reconfigure all NAC power boosters on a common communication circuit.
Reprogram booster activation and supervision for synchronization.
Perform a 100% test of all strobe lights for proper synchronization.

Phase 3

Description:

Phase 3 includes providing signaling line circuit fault isolation as required by Rhode Island Fire Code.

Electrical contractor responsibilities:

Install isolation bases at existing device locations as directed.
Assist in performing a complete isolation test on all signaling line circuits.

Specific tasks and materials:

Install approximately 100 isolation bases and/or modules throughout the airport terminal.

Fire Alarm Contractor responsibilities:

Provide isolation bases as required throughout the airport facility.
Review system device loop maps for proper placement of bases.
Program all new isolation bases.
Perform a complete isolation test on all signaling line circuits.

III. PROJECT SPECIFICATIONS

A. GENERAL

1. The contractor shall submit complete documentation for the Fire Alarm/Life Safety System Data Sheets for all items to ensure compliance with these specifications.
2. This fire alarm control panel shall communicate with the existing EST addressable devices. All references to Manufacturer's Model Numbers and other information herein are supplied to establish the standard of performance, function and quality for the Fire Alarm System as manufactured by Edwards System Technology, Inc. (EST), and shall utilize EST signature series type analog detectors and modules. **No other manufacturers shall be considered.**
3. All equipment and material shall be new and unused, and listed by Underwriter's Laboratories for the specific intended purpose. All control panel components, field peripherals and interactive computer peripherals shall be designed for continuous duty operation without degradation of function or performance
4. Equipment and materials shall be supplied by the *Fire Alarm Contractor*, an authorized and factory Engineered Systems Distributor of Edwards Systems Technologies, Inc. (EST). It will be the responsibility of the Engineered System Distributor to ensure proper specification adherence for system operation, final connection, test, turnover, warranty compliance, and after market service. The distributor of the equipment specified will be factory trained and certified.
5. All installation and maintenance personnel must be employees of the equipment supplier and must be licensed by the State of Rhode Island covering fire alarm systems.
6. All Contractor employee shall carry an Identification Badge issued by RIAC to be worn in a visible location, as prescribed by the Transportation Security Administration, on their person at all times while performing services on RIAC premises. Contractor will be charged a fee of \$75 and a deposit of \$250 for each I.D. badge issued. Identification badges may not be issued until Contractor has complied with RIAC and Transportation Security Administration requirements regarding the issuance of I.D. badges, including a background check of each prospective employee by Contractor.

B. MINIMUM SYSTEM OPERATION STANDARD FOR LIFE SAFETY SYSTEMS

1. Operator Interface.
 - a. Hands Free Emergency Operation: The first and last highest priority event on the system shall be displayed automatically and simultaneously.

Control panel internal audible signal shall have four programmable signal patterns, to allow for the easy differentiation between alarm, Supervisory, trouble and Monitor conditions within the installed system.
 - b. Discreet "System Status" LED's: Power status LED – green Led shall illuminate when AC power is present. Test status LED – yellow Led shall illuminate when any portion of the system is in the test mode. A programmable timer shall cause the system to automatically exit the test mode after a period of system inactivity. This test LED shall function in a local or in a group mode. CPU fail status LED – yellow Led shall illuminate when the panel controller has an internal failure.
 - c. Ground Fault Status LED: Yellow LED shall illuminate when un-grounded wiring connected to the cabinets' power supply has continuity to ground. This feature shall function in either a local or group mode.

- d. Disable Status LED: Yellow LED shall illuminate whenever any point or zone in the installed system is manually disabled. Four discreet common control switches with associated status LED's.
- e. Reset: Depression of the reset switch starts the system reset operation. The progress status of the reset cycle: The associated yellow LED shall have three flash rates during this operation to inform the user of the progress status of the reset cycle. The LED shall flash fast during the smoke detector power down sequence, then it shall flash slowly during the restart phase, and shall illuminate steadily for the restoral phase. The LED shall go out completely when the system is back to normal mode. Each phase, as well as the overall reset cycle, shall be programmable to perform other functions.
- f. Alarm Silence: Depression of the alarm silence switch shall turn off all (audible and/or visible) notification appliance circuits. The associated yellow LED illuminates when the alarm silence function is active, whether by the alarm silence switch, or by an integral software timer. Subsequent activation of the alarm silence switch shall re-sound the signals. Activation of the alarm silence switch shall be programmable to perform other functions.
- g. Panel Silence: Depression of the panel silence switch shall turn off the system's internal audible signal when configured as a "local" system. The associated yellow LED illuminates when the panel silence feature is activated.
- h. Drill Switch/LED: Depressing the drill switch activates the fire drill function. Yellow LED indicates that the fire drill function is active. The drill switch shall also be programmable to perform system functions other than the drill function.
- i. Previous Message Switch: Pressing the previous message switch shall scroll the display to show the proceeding message in the selected queue. Holding the previous message switch and pressing any queue select switch moves to the top of the respective queue event list. Scrolling through event messages may be done by the operator at any time.
- j. Next Message Switch: Pressing the next message switch shall scroll the display to show the following message in the selected queue. Holding the previous message switch and pressing any queue select switch moves to the bottom of the respective queue event list. Scrolling through event messages may be done by the operator at any time.
- k. More Details Switch: Pressing the more details switch shall show the address and 42-character location message of the active device on display. If a zone is active, pressing the switch displays the address and message of active devices within the zone. When multiple devices are active, the "previous/next" message switch may be used to scroll through the messages. The system main liquid crystal display: The liquid crystal display shall provide the means to inform the system operator with detailed information about the off-normal status of the installed fire alarm/life safety system. The main display shall automatically respond the status of the system, and shall display that status on an 8 line by 21 character backlit alphanumeric graphical liquid crystal display. Automatic functions: The following status functions shall be annunciated by the main liquid crystal display: When the fire alarm/life safety system is in the "normal mode", the LCD displays: the current date and time: a custom system title (2 lines x 21 characters) a summary total of the alarm history of the system. With the fire alarm life safety system in the alarm mode, the LCD shall automatically reconfigure into four logical windows. Systems status window the LCD shall show the system, time and the number of active points and disabled points in the system in this section of the LCD display.
- l. Current Event Window: The LCD shall show the first active event of the highest priority in reverse text to highlight the condition to the emergency operator. The top line of the reversed text shall show the sequence number in which the displayed event was received, as well as its event type. The second and third lines of reversed text shall display an identification message related to the displayed event.

- m. Last Event Window: The LCD shall show the most recent, highest priority event received by the system.
- n. Type Status Window: The LCD shall show the total number of active events in the system, by event type. There shall be four different system event types, which shall be displayed, "alarm events", "supervisory events", "active trouble events", and "active monitor events". System message processing: In order to simplify and to clarify the system status information which is given to the emergency operator, the main LCD shall include queues for each of the system event types. The main LCD shall allow the emergency operator access to the system status information contained within those queues by pressing an associated queue select switch. Whenever there is an unacknowledged event in any of the system event queues, the associated status LED shall flash. Viewing each event listed in a queue shall acknowledge all events in that queue, and shall cause the associated LED to illuminate steady. All messages contained in any of the system event queues shall be accessible for review by the emergency operator using the "previous/next" message switch. It shall be possible to route additional event information to a printer.
- o. Maintenance Menu: The main LCD shall also allow the system operator to access system maintenance functions through a four level password system. The authorized system operator shall be able to access the following functions.
- p. System Status: The system shall allow the operator to determine the status of individual system components, including active points, disabled points, and active points by panel.
- q. Enable: The system shall allow the operator to restore a disabled point (device) in the system, allowing that point (device) to operate as originally intended by the application program of the system.
- r. Disable: The system shall allow the operator to disable any point (device) in the system, inhibiting that point (device) from operating as originally intended by the application program of the system.
- s. Activate: The system shall allow the operator to manually turn on any system output point, or system function. Alternate smoke detector sensitivity, message routing within the system, and check-in group timings shall be modifiable with this simple command from the control panel.
- t. Restore: The system shall allow the operator to restore the primary (application program defined) operation to the smoke detector sensitivity and message routing functions with this simple command from the control panel. Control output: The system shall allow the operator to manually command and control relays and LED's. Relays shall be able to be commanded to "latch", to energize as a "high priority", or as a "low priority", to "energize", or to "de-energize". LEDs shall be able to be commanded to "latch", to energize as a "high priority", or as a "low priority", to turn "on", to turn "off", to "slow blink", or to "fast blink".
- u. Reports: The system shall provide the operator with system reports which give detailed description of the status of certain system parameters for corrective action or for preventative maintenance programs. The system shall provide these reports via the main LCD, and shall be capable of being printed on any of the connected system printers. The system shall provide a report, which gives sensitivity listing of all detectors, which have less than 75% environmental compensation remaining. The system shall provide a report, which gives a listing of the sensitivity of all of the detectors on any given panel in the system, or any given SDC loop within any given panel. The system shall provide a report, which gives a chronological listing of up to the last 1740 system events. The system shall provide a listing of all of the firmware revision listings for all of the installed network components in the system.
- v. Program: The system shall allow the authorized operator to perform all of the following system functions: set the system time, set the system date, set (change) the system passwords, restart the system, set the dates for the system holiday schedule and clear the chronological system history file.

- w. Test: The system shall allow the authorized operator to perform test functions within the installed system. Test functions shall be defined by the authorized operator to be performed on a per-cabinet, per-circuit, or service group basis. Local control and display annunciators in each panel in the installed system shall provide individual zone and/or device annunciation. These annunciators shall have integral membrane style, tactile push-button control switches, for the control of system functions, and LED's with programmable (software-controlled) flash rates and slide-in labels for annunciation of systems events.

2. Remote System Point Annunciators:

Each remote panel/node in the installed system shall include remote control and display annunciators. These annunciators shall have integral membrane style, tactile push-button control switches for the control of system functions, and LED's with programmable (software-controlled) flash rates and slide-in labels for annunciation of system events. The remote control display annunciators shall provide the system with individual zone and/or device annunciation. The remote control display annunciators shall provide the system with individual zone and/or device annunciation with zone and/or device disable. The remote control display annunciators shall provide the system with individual alarm and trouble annunciation with zone and/or device annunciation with zone and/or device disable. The remote control display annunciators shall provide the system with groups of three switches, which have software-controlled interlock to allow only one of the switches to be active at any time. The switch triads shall be used for all of the manual zone/floor paging operations in the protected premises. The remote control and display annunciators shall provide the system with groups of three switches which have software controlled interlock to allow only one of the switches to be active at any time. The switch triads shall be used for all of the fan and damper controls in the protected premises.

3. System Printers:

The event and status printer shall be 9 pin, impact, dot-matrix printer with a minimum print speed of 200 characters per second at 10 characters per inch. Printer parameters shall be set up with a menu drive program in the printer. The serial cable connecting the fire alarm control panel to the printer shall be supervised. The serial printer shall support short haul modems or fiber optics modules. The printers shall list the time, date, type, and user-defined message for each event printed. It shall be possible to support multiple printers per CPU. It shall be possible to define which event types are sent to the printer(s) including alarm, supervisory, trouble, monitor, and service groups. The printer shall be powered from 115 VAC, and shall use standard 9 1/2" x 11" fan fold paper. Battery back up if required shall use an emergency power unit or uninterrupted power supply.

C. CONTROL PANEL REQUIREMENTS

This specification provides the requirements for the installation of a complete Addressable Analog Fire Detection System Network. The system shall include but not be limited to control panel/node(s), alarm initiating and indication peripheral devices, conduit, wire and accessories required to furnish a complete operational system.

1. Description:

- a. The life safety system shall be a multi-processor based network system designed specifically for fire and audio evacuation. The life safety system shall be a model EST-3, and shall be UL listed under standards 864 (control units for fire protective signaling systems) under categories UOJZ and APOU.
- b. The life safety system shall include all required hardwire and system programming to provide a complete and operational system, capable of providing the protected premises with the following functions and operations:

- c. Modular systems design, with a layered application design concept, including the “operational layer” and a “human interface layer”, to allow maximum flexibility of the system with a minimum physical size requirement.
- d. Audio paging and emergency evacuation subsystem with fully digitized and multiplexed audio. Up to 32 minutes of pre-recorded audio is transmittable over one of 8 audio channels over a single pair of wires. The system shall not require mechanical potentiometers to made adjustment of audio levels within the system, as these devices are prone to require re-adjustment over time, and may fail under uncontrolled field conditions.
- e. All system operational software is to be stored in FLASH memory. Control panel disassembly and replacement of electronic components of any kind shall not be required in order to upgrade the operations of the installed system to conform to future application code and operating system changes. Up to 128 service groups must be definable within the system program to allow the testing of the installed system based on the physical layout of the system, not on the wiring of the field circuits connected to the fire alarm control panel.
- f. Advanced windows-based system definition utility with program version reporting to document any and all changes made during system start-up or system commissioning. Time and date stamps of all modifications made to the program must be included to allow full retention of all previous program version data. System response to any alarm condition must occur within 3 seconds, regardless of the size and the complexity of the installed system.
- g. The life safety system shall include the following features and shall support the following operations in each installed cabinet/node of the system: Up to 10 signature series intelligent device loops. Up to 125 intelligent smoke detectors and 125 intelligent modules per SDC loop. Up to 120 hardwired input/output circuits. Up to 342 manual control (input) switches. Up to 456 LED annunciation points. Up to 63 remote display units. Firefighters’ emergency telephone communication and emergency paging operation. Multi-priority, token passing, peer-to-peer network connection of up to 64 system nodes wired as Class A (style 7). Ground fault detection by panel, by signature data circuit, and by device module. Ability to download all system applications programs and “firmware” from a computer through a single point in the system. True distributed intelligence, including microprocessor-based detectors and modules. A.C. power trouble delay adjustable from 4 hours to 10 hours. Removable, interlocked terminal blocks for the connection of the field wiring to the fire alarm control panel. Electronic addressing of field devices. Advanced power management Dead front construction. System capacity shall provide for up to ten addressable loops per control/node for a total of 2,500 addresses per node, with up to sixty-four nodes per system for a total of 160,000 system address capacity.

D. FIRE ALARM LIFE SAFETY SYSTEM SEQUENCE OF OPERATION

- 1. General Requirements
 - a. Each EST-3 network panel/node shall support addressable/analog Signature Series sensor and modules as well as traditional initiating and indicating circuits simultaneously intermixed in any EDWARD SYSTEMS TECHNOLOGY, INC. EST-3 Network Controller. In the sequence of operations described below, an indicating circuit shall be Class "A", or addressable (SIGA-UM) module configured Class "A". In the description below a signaling circuit (horn, strobes, speakers, or emergency telephone) shall be Class "A" or an addressable (SIGA-UM) module configured Class "A". Initiating circuits used for manual stations, water flow, tampers four-wire duct detectors, etc., shall use addressable I/O modules (SIGA-UM) or traditional Class "A" circuits. However, analog addressable sensors shall be SIGA-HFS, SIGA-HRS, SIGA-IS, SIGA-PS, SIGA-PHS OR SIGA-IPHS only.

- b. Life Safety System Operations Interface SDC card: The signature series detectors and modules. The communications format between the SDC and the signature series devices shall be 100% digital. Communications to devices must incorporate BROADCAST POLLING and DIRECT ADDRESS SEARCH to ensure the fastest reporting of off-normal conditions to the system human interface layer. It shall be possible to wire the SDC as Class "A" (style 6 or style 7) without twisted or shielded wire. The associated controller (3-SSDC), throughout the SDC, shall provide the ability to set the sensitivity and alarm verification of each of the individual intelligent detectors on the circuit. It shall be possible to automatically set the sensitivity of individual intelligent detectors during day and night periods. It shall be possible for the SDC to address all intelligent devices connected to it without having to set switches at the individual devices. It shall be possible to obtain mapping report of all devices connected to the circuit for confirmation of "as-built" wiring. The map shall show physical wiring of T-Taps, device types, and the panel addresses of devices connected to the circuit. The SDC shall be capable of reporting unexpected additional device addresses and changes to the wiring in the data circuit. A specific trouble shall be reported for any off-normal non-alarm condition. The SDC shall be able to report the following information on a per intelligent device basis: 1., device serial number, 2., device address, 3., device type, 4., current detector sensitivity values and the extent of environmental compensation, and any of 32 possible trouble codes to specifically diagnose faults. Should a signature driver controller CPU fail to communicate, the signature circuit shall go into the stand-alone mode. The circuit shall be capable of producing a loop alarm if an alarm type device becomes active during stand-alone mode.
- c. Provide where indicated on the plans supervised hard wired notification appliance circuits (NAC) for the control of 25 vrms EST integrity series audio signaling appliances and shall have control up to 50 watts of power to the circuit. Panel NACs shall be power limited to 3.5A at 24vdc and 4.1A at 20.4vdc to support higher current demand by visible appliances at lower battery voltages.
- d. The fire alarm/life safety system shall allow network routing to be configured to any or all nodes (cabinets) in the network. All of the system printer ports can be configured to display any or all of the following functions: alarm, supervisory, trouble, monitor and service group. Each LCD display on each node (cabinet) in the system shall be configurable to show the status of any or all of the following functions anywhere in the system: alarm, supervisory, trouble and monitor. The system shall provide the capability to label each of the system points with up to 256 characters of location message. The first 42 characters shall be directed to the LCD while the entire message shall be sent to the printer. The system shall have the capability to provide up to 128 logical counting.
- e. Groups: Each group shall have a programmable 'activation' number. Whenever the number of active devices in an AND group reaches the activation number, the AND groups' rules will execute. It shall be possible to 'overlap' AND groups by having devices appear in more than one group. The system shall provide a means to monitor the well being of any or all of the occupants of the protected premises by means of a check-in group feature. The check-in group shall display an emergency alarm whenever any member of a check-in group fails to check-in during the programmable check-in period. Subsequent check-in activations during the check-in period or activations outside of the check-in period shall also activate an emergency response. It shall be possible to have a minimum of 128 check-in groups. All event messages for the check-in feature shall be directable to any system monitor or printer.
- f. The system shall have the ability to define a minimum of 128 matrix groups with up 250 points each. For each matrix, it shall be possible to define a 'radius' and an 'activation' number. The radius number defines the proximity between detector locations. When two detectors activate at or within the value of the 'radius' or whenever the number of active devices reaches the activation number, the matrix group activates. It shall be possible to 'overlap' matrix groups by having devices appear in more than one group. The system shall include the ability to define an alternate set of device commands which may be used in combination with the system test command of the testing of the connected signature series smoke detectors. This function shall disable the normal alarm command for each of the members of the group, so that the testing process will not result in an activation of the

building evacuation signals, auxiliary relays, or central station connections. The system shall include time control functions which will have the ability to control any system output or function, or initiate any system operation sequence as a function of the month, day of week, date, hour, minute, or holiday. The system shall include up to 600 software defined logical zone groups which may group any input from any signature date circuit, or other initiating device circuit, in order to control a system output or function, or initiate any system operational sequence. A device or IDC may be a member of one logical zone.

- g. Each group of zones shall have an associated message. The system shall provide the ability to download data from the signature series detectors PC while the system is on-line and operational in the protected premises. The downloaded data may then be analyzed in a diagnostic program supplied by the system manufacturer.

2. Integrated Audio:

- a. The fire alarm/life safety system shall incorporate a true digital integrated audio system into the network, multiplexing 8 independent audio channels over a single pair of wires. The system shall provide a local temporal back up tone at each amplifier to allow evacuation signals to be broadcast in the protected premises in the event of a loss of data communication from the audio riser. A digital message unit shall be provided which provides up to 32 minutes of pre-recorded emergency messaging. The message contained in the fully digital message unit shall be recordable in the field on a computer.
- b. Audio source unit (3-ASU): The fire alarm/life safety system shall be provided with a full integrated emergency communications system. The emergency communications system shall include a paging microphone, digital message playback unit, and 8 fully digitized and multiplexed audio channels. Four dedicated page mode control switches shall provide the emergency operator with instantaneous one touch paging to safely control the staged evacuation of building occupants. Automatic programming shall dynamically group the most frequently targeted paging zones. The "all call" switch will direct the manual page to the entire facility. The "page to evac" switch will direct the manual page to those building areas automatically receiving the evacuation signal. The "page to alert" switch will direct the manual page to those building areas automatically receiving the alert signal. The "all call minus" switch will direct the manual page to those building areas which are programmed to receive the auxiliary and general channel connections such as stairwells. The system shall have paging control switches and LED's to support specific zone selection as shown on the plans. The zone control/ displays shall confirm amplifier selection and annunciate amplifier and amplifier circuit trouble. The system shall automatically deliver a preannounce tone of 1000hz for three seconds when the emergency operator presses the microphone talk key. A 'ready to page' LED shall flash during the preannounce and turn steady when the system is ready for the user's page delivery. The system shall include a page deactivation timer, which activates for three seconds when the emergency user releases the microphone talk key. Should the user subsequently press the microphone key during the deactivation period, a page can be delivered immediately. Should the timer complete its cycle, the system shall automatically restore emergency signaling and any subsequent paging will be preceded by the pre-announce tone. A VU display shall display voice level to the emergency operator.

E. DETECTORS-GENERAL

- 1. Detectors shall be capable of full digital communications using both broadcast and protocol. Each detector shall be capable of performing independent fire detection algorithms. The fire detection algorithm shall measure sensor signal dimensions, time patterns and combine different fire parameters to increase reliability and distinguish real fire conditions from unwanted deceptive nuisance alarms. Signal patterns that are not typical of fires shall be eliminated by digital filters. Devices not capable of combining different fire parameters or employing digital filters shall not be acceptable.

2. Each detector shall have an integral microprocessor capable of making alarm decisions based on fire parameter information stored in the detector head. Distributed intelligence shall improve response time by decreasing the data flow between detector and analog loop controller.
3. Each detector shall have a separate means of displaying communication and alarm status. A green LED shall flash to confirm communication with the analog loop controller. A red LED shall flash to display alarm status. Both LED's on steady shall indicate alarm-stand alone mode status.
4. Both LED's shall be visible through a full 360 degree viewing angle.
5. The detector shall be capable of identifying up to 32 diagnostic codes. This information shall be available for system maintenance. The diagnostic code shall be stored at the detector.
6. Each detector shall be capable of transmitting pre-alarm signals in addition to the normal, trouble and need cleaning information. It shall be possible to program control panel activity to each level.
7. Each detector microprocessor shall contain an environmental compensation algorithm, which identifies and sets ambient "environmental thresholds" approximately six times an hour. The microprocessor shall continually monitor the environmental impact of temperature, humidity, other contaminants as well as detector aging. The processor shall employ digital compensation to adapt the detector to long term environmental changes. The microprocessor shall monitor the environmental compensation value and alert the system operator when the detector approaches 50% and 100% of the allowable environmental compensation value.
8. Differential sensing algorithms shall maintain a constant differential between elected detector sensitivity and the "learned base line sensitivity". The base line sensitivity information shall be permanently stored at the detector approximately once every hour.
9. Each detector may be individually programmed to operate at any one of five (5) sensitivity setting.
10. The intelligent analog device and analog loop controller shall provide increased reliability and inherent survivability through intelligent analog conventional operation. The device shall automatically change to stand alone, conventional device operation in the event of a loop controller polling communications failure. In the analog conventional detector mode, the analog detector shall continue to operate using sensitivity and environmental compensation information stored in its microprocessor at the time of communication failure. The analog loop controller shall monitor the loop and activate a loop alarm if a detector reaches its alarm sensitivity threshold.
11. Each signature series device shall be capable of automatic electronic addressing and/or custom addressing.
12. It shall be possible to program the signature series analog devices into a minimum of 16 groups with a minimum of 32 devices per group. It shall also be possible to link groups to program activities.
13. The intelligent analog detectors shall be suitable for mounting on any signature series detector-mounting base.
14. Detectors shall not be installed within 10 inches of electronic ballast light fixtures.

F. ADDRESSABLE FIXED TEMPERATURE HEAT DETECTORS-SIGA-HFS

1. The intelligent heat detector (SIGA-HFS) shall have a thermistor heat sensor and operate at a fixed temperature. It shall continually monitor the temperature of the air in its surroundings to minimize thermal lag to the time required to process an alarm.
2. The integral microprocessor shall determine if an alarm condition exists and initiate an alarm based

on the analysis of the data. Systems using central intelligence for alarm decisions shall not be acceptable.

3. The heat detector shall have a nominal rating of 135 degrees F (57 degrees C).
4. The heat detector shall have a minimum linear spacing rating of 70-foot (21.3m) centers and be suitable for wall mount applications.

G. ADDRESSABLE FIXED TEMPERATURE/ RATE-OF-RISE HEAT DETECTOR-SIGA-HRS

1. The intelligent combination fixed temperature/rate-of-rise heat detector (SIGA-HRS) shall have a thermistor heat sensor and operate at a fixed temperature at a predetermined temperature rise. It shall continually monitor the temperature of the air in its surroundings to minimize thermal lag to the time required to process an alarm.
2. The integral microprocessor shall determine if an alarm condition exists and initiate an alarm based on the analysis of the data. Systems using central intelligence for alarm decisions shall not be acceptable.
3. The intelligent heat detector shall have a nominal fixed temperature of 135 degrees F (57 degrees C) and a rate of rise rating of 15 degrees F (9 degrees C)/minute.
4. The heat detector shall have a minimum linear spacing rating of 70-foot (21.3m) centers and be suitable for wall mount application.

H. INTELLIGENT DETECTORS-PHOTOELECTRIC SMOKE DETECTORS

1. The intelligent analog photoelectric detector (SIGA-PS) shall utilize a light scattering type photoelectric smoke sensor to sense changes in air samples from its surroundings. The integral microprocessor shall dynamically examine values from the sensor and initiate an alarm based on the analysis of data. Systems using central intelligence for alarm decisions shall not be acceptable. The detector shall continually monitor any changes in sensitivity due to environmental effects of dirt, smoke, temperature, aging and humidity. The information shall be stored in the integral processor and transferred to the analog loop controller for retrieval using a laptop PC or the SIGA-PRO signature program/service tool. The photo detector shall be rated for ceiling installation at a minimum of 30 ft. (9.1m) centers and be suitable for wall mount applications. The photoelectric smoke detector shall be suitable for direct insertion into air ducts up to 3 ft. (.91m) high and 3 ft. (0.91m) wide with air velocities up to 5,000 ft/min (0-25.39 m/sec) without requiring specific duct detector housings or supply tubes.
2. The percent smoke obscuration per for alarm set point shall be field selectable to any five sensitivity settings ranging from 1.0% to 3.5%. The photo detector shall be suitable for operation in the following environment.
 - a. Temperature: 32F to 120F (0C to 49C)
 - b. Humidity: 0-93% RH non-condensing

I. STANDARD BASES

1. The base SIGA-SB shall, contain no electronics, support all signature series detector types and have the following minimum requirements:
 - a. Removal of the respective detector shall not affect communications with other detectors.
 - b. Terminal connections shall be made on the room side of the base. Bases which must be removed to gain access to the terminals shall not be acceptable.

- c. The standard detector base shall be capable of supporting one (1) signature series SIGA-LED, (red) remote alarm indicator.

J. ADDRESSABLE CONTROL RELAY MODULE SIGA-CR

- 1. The intelligent microprocessor based control relay module (SIGA-CR) shall provide once for “C” dry relay contact rated 2 amps at 24VDC to control external appliances or equipment shutdown. The control relay shall be rated for pilot duty and releasing systems.
 - a. The position of the relay contact shall be confirmed by the system firmware.
 - b. The control relay module shall have a minimum of 2 diagnostic LED’s mounted behind finished cover plate. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The module shall be capable of storing up to 24 diagnostic codes.
 - c. Terminal connections shall be accessible from the room side of the assembly. Devices which must be removed to gain access to the wiring terminals shall not be acceptable.

K. ADDRESSABLE UNIVERSAL CLASS A/B MODULE SIGA-UM

- 1. The intelligent universal class A/B module (SIGA-UM) shall be capable of a minimum of 15 distinct operations.
 - a. The personality of the module shall be programmable at site to suit conditions and may be changed at any time using a personality code down loaded from the analog loop controller. Signal function modules or modules requiring EPROM, ROM or PROM changes or DIP switch/jumper changes shall not be acceptable.
- 2. The universal class A/B module shall support the following circuit types:
 - a. One Class A initiating device circuits (IDC) capable of delayed water flow alarm operation.
 - b. One Class A indicating device (signal) appliance circuit (IAC)
 - c. One Class A circuit for 2 wire smoke detectors (verified or non-verified)
 - d. One form “C” (NO/NC) dry output contact relay.
 - e. Input/output circuit wiring shall be supervised for open and ground faults.
- 3. The universal Class A/B module shall have a minimum of 2 diagnostic LEDs mounted behind finished cover plate. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The module shall be capable of storing up to 24 diagnostic codes.
- 4. Terminal connections shall be accessible from the room side of the assembly devices.
- 5. The universal Class A/B module shall be suitable for operation in the following environment:
 - a. Temperature: 32 degrees F to 120 degrees F (0 degrees C to 49 degrees C)
 - b. Humidity: 0-93% RH, non-condensing
 - c. It shall be possible to address each signature series module without the use of DIP or rotary switches. Devices using DIP switches for addressing shall not be acceptable.

L. ADDRESSABLE CIRCUIT ISOLATION MODULE

Provide EST type SIGA-IM isolator module to provide short circuit protection. This module shall install on a standard 4" square electrical box and installed every 25 devices. In no case shall the length of an area be disabled by a wire to wire short circuit fault exceed two hundred feet (200') in any one direction. When a common SLC serves more than one floor of a building, fault isolation modules shall be installed to prevent a wire to wire short circuit fault on one floor from disabling the SLC on any other floor.

M. ADDRESSABLE INTELLIGENT FIRE ALARM STATION, SIGA-278

1. Provide intelligent double action; single stage non-coded fire alarm stations (SIGA-278). The fire alarm station shall be of lexan construction with an internal tongue switch. Provide a locked test feature. Finish the station in red with white "PULL IN CASE OF FIRE" lettering.
2. The intelligent fire alarm station shall have a minimum of 2 diagnostic LEDs a green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The fire alarm station shall be capable for storing up to 24 diagnostic codes.
3. It shall be possible to address each signature series module without the use of DIP or rotary switches. Devices using DIP switches for addressing shall not be acceptable.

N. ADDRESSABLE DUCT DETECTOR, SIGA-SD

1. Provide a mounting assembly suitable for mounting a signature series detector for direct insertion into a duct 3 feet (0.91m) high and 3 feet (0.91m) wide. Mounting plate shall be code gauge steel with corrosion resistant red enamel finish.
2. The duct detector mounting assembly plate shall support an intelligent analog photo-electric detector (SIGA-SD). Locate duct detector according to NFPA 72 recommendations.
3. Provide a remote key operated detector test switch with remote alarm LED type SD-TRK, where shown on plans.

O. 1500 SERIES MAGNETIC DOOR HOLDER

Corridor magnetic door holder shall be EST type 1500 series installed where shown on plans. Units shall be wall or floor mounted as shown. Units shall be 24VDC powered from the fire alarm control. Units shall be 120VAC powered. Units shall be wired in separate conduit.

P. REMOTE EXTENDER PANEL

Provide EST type BPS6A remote extender panel where shown on plans. Unit shall be rated at 6 amps minimum and shall provide two additional circuits each, programmable software input to output correlation, complete panel supervision and battery stand-by power.

Q. SPEAKER/STROBE

Provide EST type Genesis Series low profile Alarm Speaker/Strobe Unit where shown on panel. Strobe lights shall be instantly self-synchronizing, for improved safety for photosensitive people, without the use or requirement of additional wiring or circuit/panel modules and shall meet the requirements of U.L. 1971, and Americans with Disabilities Act. Speakers shall operate on 25RVMs, Wattage taps of ¼, ½, 1 and 2 Watts shall be provided for field adjustments of speaker unit. Speaker only units shall be EST type Genesis Speaker Surface mounted units where shown on plans shall be installed on finished box. Units shall be designed and manufactured to ISO901 quality

standards. Speakers shall be set at required wattage settings as necessary to meet required evacuation sound levels. Strobe unit shall be field selectable, by convenient switch for 15, 30, 75 or 110 candella output and provide setting indicator on outside of unit. Selection of speaker wattage shall be accomplished in the same manner.

R. SPRINKLER/GATE VALVE

Sprinkler flow switches and gate valve switches shall be furnished and installed by the sprinkler contractor. Units shall connect to the intelligent analog loop via type SIGA-UM (class A) intelligent monitor module.

S. MUNICIPAL MASTER BOX

Existing Signal Communications Radio Master Boxes to remain.

T. WIRING

1. Provide in accordance with manufacturer's instructions, all wiring, conduit and outlet boxes required for the installation of complete system as described herein and as shown on the drawings. Wiring shall be Class A.
2. Installation and fire alarm system wiring shall be installed in metal raceway. An equipment bonding conductor shall be provided in all flexible metallic raceways.
3. Color code for fire alarm systems shall be as follows:
 - a. NETWORK WIRING CIRCUIT and ADDRESABLE LOOP shall be red and black. Red shall be one side of line and black the other side.
 - b. DETECTOR CIRCUIT shall be red and black. Red shall be positive and black negative.
 - c. SPRINKLER/STANDPIPE FLOW SWITCHES-shall be red and black.
 - d. DOOR HOLDER- shall be gray and gray.
 - e. FLASHING LIGHT CIRCUIT if separate feed is required shall be blue and white.
 - f. SPEAKER CIRCUIT-shall be blue and white.
 - g. SMOKE DETECTOR- those detectors requiring a separate power supply shall use the colors violet and brown.
 - h. MASTER BOX TRIPPING-circuit shall be orange and orange.
 - i. BOND WIRE from the fire alarm panel and the master box, if required by local authority having jurisdiction, shall be green.
 - j. ELEVATOR CAPTURE CIRCUITS-shall be brown and yellow.
 - k. FAN SHUT DOWN CIRCUITS-shall be brown and yellow.
4. DC supply to the main fire alarm panel shall be white and black. Fire alarm primary power source shall be on dedicated branch circuit. Circuit breaker locks shall be used. If a separate feed is required for the batter charger it shall be black and white unless the main fire alarm panel required only AC feed. In this case the conductors to the battery charger shall be red and white and shall be on a circuit breaker of fits own.

5. Conductors shall be minimum #14 gauge solid copper type THHN/THWN. Conductor's size shall be increased as required to maintain voltage drop to a maximum of 3%. All AC and DC portions of the system shall be installed in separate raceway. Addressable loop wiring may be #16 providing manufacturer's recommended distance is observed. Systems requiring shielded wiring for addressable loops shall not be acceptable.
6. Red painted terminal cabinets with hinged lockable covers shall be provided at all junction points. All conductor splices shall be made on screw type terminal blocks, wire nuts shall not be used. All terminals within terminal cabinet shall be properly labeled. Provide terminal cabinet at each building cable entrance and at other locations as required.
7. All fire alarm initiating zone and signal wiring shall be wired Class A.
8. Final connections between the equipment and the wiring system shall be made under the direct supervision of a representative of the manufacturer.
9. Provide override for all fans, controlled via fire alarm system, from the control panel.
10. Upon completion of the installation of fire alarm equipment, the electrical contractor shall provide to the owner a signed statement substantially in the form as follows:
 - a. The undersigned having been engaged as the electrical contractor on this project confirms the fire alarm equipment was installed in accordance with the specifications and also in accordance with wiring diagrams, instructions, and directions provided to us by the manufacturer.

U. GUARANTEE AND FINAL TEST

1. All testing (pre-testing, final testing, quarterly testing and program change testing) to be coordinated with the owner and scheduled in advance so that owners and personnel can be present during testing. Contractor to certify that all tests comply with the "Rhode Island Fire Laws and Rules", latest edition.
2. Before this installation shall be considered complete and acceptable to the awarding authorities, a complete test on the system shall be performed as follows:
 - a. A pre-test will be held by the electrical contractor with the manufacturer's authorized representative present. After certification of a complete pre-test, the installing contractor shall inform the authority having jurisdiction of the outcome of the test and will re-inspect in the presence of the authority having jurisdiction and the manufacturer's authorized representative.
 - b. Final test: The electrical contractor, in the presence of authorized representative of the manufacturer and the fire department, shall operate every manual station, smoke detector, and thermodetector. Each station/detector circuit and horn circuit shall be opened in at least two locations to check for the presence of correct supervisory circuitry. When this testing has been completed to the satisfaction of both the electrical contractor's job foreman and the representative of the manufacturer, a letter from the contractor cosigned by the manufacturer attesting to the satisfactory completion of said testing, shall be forwarded to the owner.
3. The electrical contractor shall guarantee all equipment and wiring to be free from inherent mechanical and electrical defects for a period of one year from the date of final acceptance.
4. The equipment supplier shall provide the owner with a formal written equipment guarantee upon completion of the installation and testing of the system. The guarantee period shall begin on the day of the first beneficial use of the system by the owner or acceptance of the system by the RIAC Project Manager, which ever comes first and shall provide for a period of three years.

5. The equipment supplier shall maintain a full-time service and parts facility, with seven days per week, 24 hour per day service availability and 1 year Quarterly Testing shall be provided, with 2 additional 1 year options.
6. The equipment supplier shall be an authorized representative of the manufacture. All service technicians shall be licensed by the State of Rhode Island covering service and maintenance of systems (Class BF).

IV. SPECIFIC CONTRACT REQUIREMENTS

1. The responding contractor shall keep proposals to not more than twenty five (25) double sided 8 ½ x 11 pages, not including resumes.
2. The Technical Proposal shall include the following:
 - a. Statement of Project Understanding - In a narrative format, provide your general understanding of the project as broadly outlined in other sections of this request. Identify any potential challenges or special concerns that may be encountered.
 - b. Technical Approach/Scope of Work Outline - Provide a technical approach for completing the project, including an outline of a recommended preliminary scope of work. Include a brief description of anticipated milestones, and how quality control will be integrated into the project.
 - c. Management Approach - Provide an overall Management Plan or organizational chart for the project. Discussion should include, but not be limited to, project organization, assignment and duties of key staff, and coordination/communication procedures with RIAC and other entities, as necessary.
 - d. Qualification of Firm(s) - Provide relevant information about the qualifications and capabilities of the contractor to perform the project. List recent relevant experience with similar projects (include year of project completion). Provide at least three recent references and indicate the Contractor's reputation for personal and professional integrity and competence.
 - e. Resumes of Proposed Key Staff - Provide a resume for the Principal-in-Charge, Project Manager, and other key staff, including qualifications and relevant experience.
 - f. Compliance with Laws and Regulations – The contractor must indicate that it will comply with all applicable Federal, State and Local regulations and laws, including Prevailing Wages, an Affirmative Action Program and the 10.69% Disadvantaged Business Enterprise (DBE) program goal established for this contract. ***The contractor must list proposed DBE firms with State of Rhode Island certification numbers and expiration dates, indicating proposed percent participation and area of involvement by each firm, as necessary.***

V. EVALUATION CRITERIA

A selection committee from RIAC will review the proposals to determine which contractor is best qualified to perform the services. Depending upon the number of proposals, RIAC may select directly from the list of proposing firms, or may develop a shortlist of firms and invite them to interviews for final selection. While some criteria may be ranked higher than others in the selection process, the firm that achieves the highest overall ranking will be considered the top-ranked firm by the Selection Committee. The decision as to the process, timing, and selection will be based entirely on the judgment of RIAC's selection committee. The proposals will be evaluated using the following criteria:

- a. Having the necessary experience, organization, technical and managerial staff, with the capability, and capacity to carry out this complex repair and upgrade of an Edwards Fire Alarm System. (30%)
- b. Having the qualifications, exceptional past record of performance on three similar projects on public type facility and verifiable through references. Experience specific to the conditions relating to airports and their security requirements is required. (30%)
- c. Pricing for base project which includes all materials, labor relating to Phase 1 of the project and year one Quarterly Fire Alarm Testing. (40%)

The most current year audited financial statement is to be included in the proposal submission. Submit in a sealed envelope marked "Confidential" "Financial Statement Enclosed".

VI. PROJECT ADMINISTRATION

1. Within one (1) week after receipt of a written Notice to Proceed issued by RIAC, the contractor will be prepared to begin the work covered by contract and will diligently execute the work to be performed on an as-required basis to RIAC's satisfaction and in accordance with the tasks specified, unless otherwise directed by RIAC.
2. At all meetings between RIAC and the contractor held in connection with the project, the contractor shall take minutes of all topics discussed and depositions or conclusions reached. Within two (2) weeks, the contractor shall prepare a formal set of meeting minutes and submit same to the RIAC Project Manager for approval. The contractor will inform the RIAC Project Manager on no less than a monthly basis as to the progress of the work and any problems or issues affecting the completion of the task(s).
3. The Contractor's work shall be under the direction and control of its key personnel identified in the Technical Proposal. Any changes in key personnel shall be requested in writing and require written approval by the RIAC AVP of Building Maintenance prior to the change. Sub-Contractors and key personnel thereof shall be as identified in the Technical Proposal. Any changes in sub-Contractors or key personnel thereof shall be requested in writing, and require written approval by the RIAC Project Manager prior to the change. Upon written direction by RIAC, any contractor employee whose service is deemed unsatisfactory for any reason shall be removed from the project and replaced by a qualified individual.

VII. TIME OF COMPLETION

1. Upon conclusion of contract negotiations the selected Contractor and RIAC will mutually agree upon reasonable completion times for various tasks or work efforts required for this Project.
2. This will include scheduling OFF HOURS WORK as part of the project cost, which may be deemed by the RIAC Project Manager to be disruptive to the airports daily operations, like noise due audible alarm testing, dust due to overhead work and unsafe to the traveling public or airport employees.
3. It is understood, however, that the conduct of any or all of the phases will be as prompt as possible, with all reasonable attempts made by each party to complete the project based upon an agreed-to schedule.

VIII. METHOD OF PAYMENT

1. The specific method of payment for services to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit "D" of the Professional Services Agreement (attached) or as separately established by Task Order. RIAC shall pay in accordance with monthly invoices to be submitted by the Contractor.
2. Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Professional Services Agreement Attachment "D-2" to Exhibit "D".
3. Subcontractors are to be considered as a direct expense when invoicing. No Contractor mark-up will be allowed for subcontractor services.

IX. RECORD KEEPING

All reports, plans, drawings or information prepared by the contractor pursuant to the services to be performed shall remain the property of RIAC and the Contractor shall not have the right to use, duplicate or disclose data or materials, in whole or in part, in any manner for any purpose whatsoever, without the prior approval of RIAC.

X. INSURANCE REQUIREMENTS

1. The contractor shall be prepared to carry and maintain in full force and effect for the duration of any contract, and any supplements thereto, the insurance specified below. The contractor will be expected to submit to RIAC a certificate of insurance indicating the existence of the coverage required at the time of contract negotiations for a specific project or service. Should insurance coverages not be documented by the contractor at time of contract negotiations, RIAC has and maintains the right to consider the firm non-responsive, and to terminate contract negotiations, if necessary.
2. The contractor shall ensure that insurance shall be provided by or on behalf of all sub-Contractors to cover services performed under any contract, and be included in all subcontracts. The contractor shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and approved by RIAC for the Contractor and any sub-Contractor proposed for the project.
3. The contractor shall provide and maintain, at his own cost, the following minimum insurance:
 - a. Errors and Omissions Coverage with minimum limits of \$1,000,000 per occurrence.
 - b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
 - c. Worker's Compensation coverage to Rhode Island statutory limits or documentation

evidencing an approved self-insurance program.

- d. General Liability limits of \$1,000,000 per occurrence.
- e. Umbrella Liability limits of \$10,000,000 excess of \$1,000,000 primary layer for airfield construction inspection services, otherwise \$5,000,000 excess of \$1,000,000 primary layer.
- f. On all policies of insurance, RIAC, the State of Rhode Island, and/or its designated representative shall be named as additionally insured, except for Errors and Omissions insurance and Worker's Compensation.

XI. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION AND IDENTIFICATION REQUIREMENTS

In accordance with Title 49 CFR.26, it is RIAC's policy to provide Disadvantaged Business Enterprises (DBEs) the opportunity to compete and/or participate in the performance of RIAC contracts.

A Disadvantaged Business Enterprise (DBE) participation goal of 10.69% has been established for this contract. ***The contractor must provide proof of payroll statements with requests for payment and list all DBE firms with State of Rhode Island certification numbers and expiration dates, indicating proposed percent participation and area of involvement by each firm, as necessary.***

XII. FEDERAL CONTRACT REQUIREMENTS

This contract shall comply with required Federal provisions established by law and statutes. The requirements for Professional Services contracting are:

Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements - 49 CFR Part 21/AC 150/5100-15,

Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123/AC 150/5100-15, Para. 10c,

Disadvantaged Business Enterprise - 49 CFR Part 26,

Lobbying and Influencing Federal Employees - 49 CFR Part 20,

Access to Records and Reports - 49 CFR Part 18.36/FAA Order 5100.38,

Breach of Contract Terms - 49 CFR Part 18.36,

Rights to Inventions - 49 CFR Part 18.36/FAA Order 5100.38,

Trade Restriction Clause - 49 CFR Part 30/FAA Order 5100.38,

Veteran's Preference - Title 49 U.S.C 47112/AC 150/5100-6d,

Termination of Contract - 49 CFR Part 18.36/FAA Order 5100.38, and

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - 49 CFR Part 29/FAA 5100.38.

Davis Bacon Wage Requirements

XIII SECURITY

1. Each submission shall be accompanied by a cashier's check or certified check, or acceptable Bond payable unconditionally to the Rhode Island Airport Corporation. The cashier's check, certified check or Bond shall be in the amount of not less than five percent (5%) of the total amount of the fee. The Security is required by the Owner as evidence of good faith and as a pledge that, if awarded the Contract, the proposer will execute the Contract Agreement and will furnish the required bonds and insurance certificates within five (5) calendar days after receipt of Notice of Intent to Award. Should the proposer refuse to enter into such Contract in accordance with his/her submission, or fail to furnish the required bonds or certificates of insurance, the amount of the Security shall be forfeited to the Owner as liquidated damages, not as a penalty.
2. The Owner will retain the Security of all proposers until either the Work has been awarded and the Contract Agreement executed and bonds have been furnished; or the specified time has elapsed so that submissions may be withdrawn; or all submissions have been rejected.

XIV PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

1. With the execution and delivery of the Contract Agreement, the proposer shall furnish, to the Owner, in the amounts herein required and in a format acceptable to the Owner, by a Surety registered in the US Treasury 570 Circular, licensed and authorized to perform work in the State of Rhode Island and acceptable to the Owner, covering the faithful performance of the Contract Agreement and the payment of all obligations arising there under the following:
2. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the pricing form, tabulation or otherwise, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of final completion and written acceptance of the Work by the Owner.
3. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the pricing form, tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant.
4. No Sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are involved in any litigation against the Rhode Island Airport Corporation (Owner), and/or the State of Rhode Island (State).
5. Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
6. The proposer shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
7. The cost of the bonds shall be included in the pricing.

Proposal Pricing Form

To: Rhode Island Airport Corporation
 T. F. Green Airport
 2000 Post Road
 Warwick, Rhode Island, 02886
 ATTN: Beth Tetreault

Date: _____

Time: _____

For: **ELECTRICAL AND CM SERVICES FOR THE REPAIR AND UPGRADE OF THE TF GREEN FIRE ALARM SYSTEM**

The undersigned, having visited the site of the work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

ADDENDA: proposer acknowledges receipt of and has examined the Addenda:

Addendum Number _____ dated _____.
 Addendum Number _____ dated _____.
 Addendum Number _____ dated _____.

Pricing Form

Scope of Work	Hardware Price	Labor Cost	Total Cost
Base Project: 1. Provide all material and labor as described in Phase 1 2. Year 1 - Quarterly Fire Alarm Testing Total Base Pricing Project Add Alternates: 3. Year 2 - Quarterly Fire Alarm Testing 4. Year 3 - Quarterly Fire Alarm Testing 5. Provide all material and labor as described in Phase 2 6. Provide all material and labor as described in Phase 3 Note: Labor pricing to include any overtime and prevailing wages as specified in RFP.			
GRAND TOTAL			

The undersigned affirms that if awarded the Contract he or she will commence the work within 10 calendar days after the date of the Notice to Proceed and that he or she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he or she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided in the RIAC Provisions and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

The undersigned further agrees that in making such proposal, neither he or she nor any company that they may represent, nor anyone in behalf of him or her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other proposer or proposers to maintain the prices of said work, or any compact to prevent any other firms from submitting on said Contract or work and further affirms that such submission is made without regard or reference to any other firm or proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such in any way or manner whatsoever.

The undersigned attaches hereto a cashier's check, certified check or Bond in the sum of _____ Dollars (\$ _____), payable to the Rhode Island Airport Corporation, as required, and the undersigned agrees that in case he or she fails within five (5) calendar days after Notice of Intent to Award the Contract to him to enter into a Contract Agreement in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his rights and interest in such proposal and that the cashier's check, certified check, or Bond accompanying his or her submission has been forfeited. Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his or her submission.

A proposal shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the proposer fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his or her own employment policies and practices as well as those of his or her proposed Subcontractors as the Owner may require.

In submitting this proposal, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any proposal or guaranty, to reject any and all submissions, to re-solicit, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive offeror to such extent as may be beneficial to the Owner.

The undersigned affirms that he or she has completed all of the blank spaces in the "Pricing Form", with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the figures quoted in words shall take precedence and govern when determining final costs or award of Contract.

The undersigned affirms that the wages for laborers and mechanics employed by contractors or subcontractors on the initial construction of airport projects shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under the most recent General Wage Decision.

SIGNATURE OF PROPOSER

* Signed _____
By: _____
Title: _____
Date: _____

Address of permanent place of business to which Notice-to-Proceed should be sent:

SUBCONTRACTOR LIST

TO BE COMPLETED & SIGNED BY **PROPOSER**. SUBMIT W/ PROPOSAL

All firms quoting on subcontracts for this project are listed below.

<u>Firm Name</u>	<u>Address</u>	<u>CertifiedD BE (Y or N)</u>	<u>Item of Work</u>

BOND

STATE OF _____)
) SS
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENT that we, _____ as Principal,
and _____ as Surety, are held and firmly bound unto
the Rhode Island Airport Corporation, hereinafter called the Owner, in the Penal sum of
_____ Dollars
(\$ _____) for the payment of which sum well and to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by
these presents.

WHEREAS, the Principal, on the _____ day of _____, 20____ submitted a Bid/Proposal to the Owner, hereto attached, for Project entitled:

ELECTRICAL AND DESIGN -BUILD SERVICES FOR THE REPAIR AND UPGRADE OF THE TF GREEN FIRE ALARM SYSTEM

NOW THEREFORE, IF THE Principal shall not withdraw within One Hundred Twenty (120) calendar days after date of opening of the same, and shall within ten (10) work days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee in accordance with the proposal as accepted, and give a Performance Bond and a Payment Bond with good and sufficient surety or sureties, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the proper payment of all persons furnishing labor or materials in connection therewith, or in the event or withdrawal of said proposal within the period specified, or in the event of failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said (proposals) and the amount of which the Obligee may procure the required work and/or supplies, provided the latter amount be in excess of the former then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this _____ day of _____, 20____.

PRINCIPAL(If Sole Proprietor or Partnership)

ATTEST By: _____ (Firm Name) (SEAL)

Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Corporate Name)

By: _____
(President)

Attest: _____
(Secretary)

(Impress Corporate Seal)

COUNTERSIGNED BY
RESIDENT RHODE ISLAND
AGENT OF SURETY:

SURETY:

(Copy of Agent's current license
as issued by State of Rhode Island)

Insurance Commissioner By: _____

Attorney-In-Fact

(Power of Attorney Must Be Attached)

(Impress Corporate Seal)

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the **RHODE ISLAND AIRPORT CORPORATION** hereinafter called the Obligee, in the Penal sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the _____ day of _____, 20____ entered into a certain Contract with the Owner, hereto attached, for Contract entitled **(Insert Project Title, Location and Type of Work)**

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract, or wherever the contract has been terminated by default of the Contractor, the Owner having performed the Owner's obligations there under, the Surety shall:

Complete the Contract in accordance with its terms and conditions, or at the Owner's sole option.

Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Owner, and made available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost completion less the balance of the Contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price: as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Contract Documents, there shall be assessed against the Principal and Surety herein, all expenses, including design/engineering, Program Management, and legal services, incident to collecting losses to the Owner under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the _____ day of _____, 20____.

PRINCIPAL

(Firm Name)

WITNESS

By: _____
(Title)

SURETY

(Firm Name)

WITNESS

By: _____
(Title)

CONTRACTOR QUALIFICATION FORM

Instructions:

Elaboration of the following required information is necessary to ascertain your firm's capabilities to effectively execute the Project. Pursuant to the Information to Bidders of Section 1, your completion of this Contractor Qualification Form is MANDATORY and will be utilized by RIAC as a basis for determining the qualified lowest and subsequent award.

PLEASE ATTACH TO THIS FORM A COPY OF YOUR CERTIFICATE OF INSURANCE INDICATING CURRENT LIMITS.

Firm: _____ President: _____
Address: _____ Phone: _____ Fax: _____
Federal ID#: _____ Contact: _____ Former Company Name: _____
Years performing work specialty: _____ Work Now Under Contract: \$ _____
Bank Reference: _____ Work in Place Last Year: \$ _____
Address: _____ Average Annual Sales Last 3 Years.: \$ _____
_____ Value Of Capital Equipment Owned: \$ _____
Bonding Company.: _____ Bonding Agent: _____
Total Bonding Capacity: \$ _____ Address: _____
Work Currently Bonded: \$ _____
Work Now Under Contract: \$ _____
Bonding Companies Best Rating: _____ Bonding Agent's Phone: _____
Is Firm In Compliance with all EEO Requirements?: Y N Has Firm Ever Failed To Complete A Contract?: Y N
Has Firm Ever Been Involved In Bankruptcy Or Re-organization?: Y N Are There Any Claims Against The Firms?: Y N
Are There Any Pending Judgments Against The Firm?: Y N
(ANSWER IS YES TO ANY OF THE ABOVE PLEASE DESCRIBE ON A SEPARATE SHEET)

Insurance: ("CLAIMS-MADE" GENERAL LIABILITY IS UNACCEPTABLE)

Submit Sample Certificate Of Insurance Showing Coverage And Limits For General Liability, Automobile Liability, Excess Umbrella Liability, And Worker's Compensation.

Experience Modification Rating: _____ Agency's Name: _____
Contact's Name: _____ Contact's Phone: _____

Safety:

Attach Log And Summary Of OSHA violations and any fines or settlements for the past 36 months

Attach Log And Summary Of Occupational Injuries And Illnesses As Required By the U.S. Dept. Of Labor For The Past 36 Months (OSHA Form No. 200)

OSHA Recordable Incident Rate (Current Year): _____ OSHA Lost Days Away Incident Rate (Current Year) _____

List Four (4) Or More Most Significant Projects Completed Within The Last Five (5) Years:

Project & Location	Architect	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY

Please list **key personnel** available for project and describe responsibilities of each:

Total Firm Staff Employed for this project: _____ Total Staff Employed Firm-wide: _____

Please list **key equipment** available for project and whether Firm owns or leases equipment:

List Three (3) Or More Most Significant Projects Presently Under Construction:

Project & Location	Architect	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY

IF BIDDER IS PREQUALIFIED WITH RIDOT, SUBMIT EVIDENCE THAT BIDDER IS PREQUALIFIED WITH RIDOT FOR RELATED WORK AND IS ON THE CURRENT "BIDDER'S LIST" OF RIDOT.

NOTICE: APPARENT LOW BIDDER, REGARDLESS OF RIDOT PREQUALIFICATION, MAY BE REQUIRED TO SUBMIT A FINANCIAL STATEMENT CERTIFIED BY PUBLIC ACCOUNTANT PRIOR TO CONTRACT AWARD.

This Form **MUST** Be Signed By An Officer Of The Firm Or An Individual So Authorized By An Officer Of The Firm.

Signature: _____

Name: _____

Title: _____

PROFESSIONAL SERVICES AGREEMENT

for

(ENTER TYPE OF SERVICES)

Contract No. XXXXX

PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "AGREEMENT"), entered into as of (ENTER DATE OF AGREEMENT), by and between (ENTER CONTRACTOR NAME AND ADDRESS), (hereinafter referred to as "CONTRACTOR") and the Rhode Island Airport Corporation (hereinafter referred to as "RIAC"),

WITNESSETH THAT:

WHEREAS, RIAC has a need for professional services associated with (ENTER BRIEF DESCRIPTION OF SERVICES) and related services as detailed in Exhibit B (hereinafter referred to as the "SERVICES") for (ENTER AIRPORT OR AIRPORTS NAME) (hereinafter referred to as the "AIRPORTS");

WHEREAS, RIAC has the authority to contract for such professional SERVICES; and

WHEREAS, CONTRACTOR represents that it is experienced and has the capability to perform such SERVICES;

NOW THEREFORE, the parties do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR

RIAC hereby engages CONTRACTOR and CONTRACTOR hereby agrees to do, perform and carry out the SERVICES in accordance with this AGREEMENT upon RIAC providing written authorization to proceed. The term of this Agreement shall be for _____. (INSERT TERM INFORMATION)

2. TASK ORDERS AND SCOPE OF SERVICES

Task orders, in the general form shown on Exhibit "A", shall be used to describe the parties' mutual agreement on the scope of services, schedule, compensation and any other particulars ("Task Orders"). Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this AGREEMENT. In the event of an inconsistency between the terms of any Task Order and the terms of this AGREEMENT, the terms of this AGREEMENT shall govern.

3. RIAC'S RESPONSIBILITY

RIAC shall perform and provide the following in a timely manner: (i) place, at **CONTRACTOR'S** disposal, all available information in its possession pertinent to the SERVICES, including previous reports, drawings, specifications or any other data as may be reasonably required by CONTRACTOR to perform the SERVICES; (ii) give prompt written notice to CONTRACTOR whenever RIAC becomes aware of any information that affects the scope or timing of

CONTRACTOR'S SERVICES, or any defect in the CONTRACTOR SERVICES; and (iii) obtain, on behalf of CONTRACTOR, access to all public and private property as necessary for the performance of the work to be undertaken by CONTRACTOR pursuant to the SERVICES, and any Task Order issued pursuant thereto.

4. CHANGES/AMENDMENT

No changes or amendments to this AGREEMENT or any Task Order shall be made unless agreed to in writing by both RIAC and CONTRACTOR. No restrictions, promises, warranties, covenants or undertakings shall exist other than those expressly set forth in the AGREEMENT or any duly executed Task Order.

5. STANDARD OF CARE/WARRANTIES

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. CONTRACTOR warrants that: (i) it has the authority and right to enter into this AGREEMENT and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other CONTRACTOR obligation; (ii) each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks; (iii) all services will be performed in a competent and professional manner, by qualified personnel authorized, as necessary under applicable State and Federal laws to perform the work necessary to complete the SERVICES, and will conform to RIAC's requirements hereunder and all applicable State and Federal laws; (iv) neither any deliverables, information, or materials, nor the performance of any services by CONTRACTOR will infringe upon or violate the rights of any third party and RIAC shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this AGREEMENT; and (v) RIAC shall have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by RIAC as a result of this AGREEMENT, without restriction, liability or obligation, except as may be specified herein.

6. INSURANCE

CONTRACTOR shall maintain the insurance coverages specified on Exhibit "C" during the term of this AGREEMENT.

7. SUB-CONTRACTORS

- (a) Without limiting the ability of CONTRACTOR to hire sub-Contractors or sub-contractors in accordance with this AGREEMENT, RIAC shall have the right to require CONTRACTOR to engage sub-Contractors or sub-contractors (reasonably acceptable to CONTRACTOR) to perform any of the work required for the successful completion of the SERVICES or any Task Order under this AGREEMENT.
- (b) In the event that CONTRACTOR proposes to engage a sub-Contractor or sub-contractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each sub-Contractor or sub-contractor performing the task and a detailed description of the work to be performed by each sub-Contractor or

subcontractor. Reference to any sub-Contractor or subcontractor in an approved Task Order executed in accordance with this AGREEMENT shall be deemed written approval by RIAC of the sub-Contractor or subcontractor, but only insofar as and to the extent that the work to be performed by the sub-Contractor or subcontractor is described in such Task Order.

- (c) Except as authorized above, none of the services to be provided by CONTRACTOR pursuant to this AGREEMENT shall be sub-contracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of RIAC, such approval to be at RIAC's sole discretion.
- (d) CONTRACTOR shall enter into a written agreement with each such sub-contractor or sub-Contractor pursuant to which each such sub-contractor or sub-Contractor agrees to be bound by the terms and conditions of this Agreement. RIAC shall have right to obtain a copy of any proposed subcontract upon request.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- (a) In connection with the performance of this AGREEMENT, CONTRACTOR shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). CONTRACTOR shall use reasonable efforts to ensure that DBEs shall have the maximum opportunity to compete for sub-Contractor and sub-contractor work under this AGREEMENT in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this AGREEMENT is **(ENTER DBE GOAL IN WORDS) (Nos %)**.
- (b) On a monthly basis, in such form as RIAC may require, CONTRACTOR shall provide a written report setting forth the efforts undertaken by CONTRACTOR to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this AGREEMENT. Such report shall accompany the monthly invoices for payment submitted by CONTRACTOR.

9. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold RIAC and the State of Rhode Island harmless from and against legal liability for all claims, demands, causes of action, judgments, losses, damages, and expenses (including, without limitation, attorneys' fees and court costs) to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses are caused by by (or in the case of the duty to defend are alleged to be caused by) (i) CONTRACTOR's failure to properly perform its SERVICES under this AGREEMENT or any Task Order, or (ii) the negligent or willful acts, errors or omissions of CONTRACTOR's officers, employees, agents, or representatives in the performance of SERVICES under this AGREEMENT or any Task Order.

10. DISPUTE

- (a) In the event of a dispute between RIAC and CONTRACTOR arising out of or related to this AGREEMENT or any Task Order issued hereunder, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute within 15 calendar days of notice, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- (b) Should such negotiation or mediation fail to resolve the dispute within an additional 15 calendar day period, the parties may agree to pursue resolution of the dispute by arbitration in accordance with the Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any State or Federal court seated in Rhode Island and having jurisdiction over such matter. CONTRACTOR consents to the personal jurisdiction of such courts.
- (c) Unless this AGREEMENT is otherwise duly terminated, during the pendency of any dispute, the parties shall continue to fulfill their respective obligations hereunder.

11. DOCUMENTS PROPERTY OF RIAC

All documents, data, plans, reports and other materials prepared by CONTRACTOR under this AGREEMENT shall become the property of RIAC and, at RIAC's option, shall be provided to RIAC in the electronic medium specified by RIAC (provided CONTRACTOR has such capability); provided, however, that CONTRACTOR shall have the right to retain copies of such documents and other materials for its records.

12. DATA TO BE FURNISHED TO CONTRACTOR

All data, reports, records, plans, maps and other information as are available, in RIAC's custody, and necessary to carry out the SERVICES under this AGREEMENT shall be furnished to CONTRACTOR, without charge by RIAC, in a timely manner. RIAC shall coordinate with and assist CONTRACTOR in obtaining all other information necessary to carry out the SERVICES.

13. COORDINATION BETWEEN RIAC AND CONTRACTOR

- (a) Continuing coordination and communication shall be maintained between CONTRACTOR and RIAC to ensure the timely completion of the SERVICES. To expedite such coordination and communications, RIAC shall designate a staff member as its representative to whom CONTRACTOR shall direct all correspondence, progress reports, requests for information or assistance and other materials.
- (b) The CONTRACTOR's designee, identified on the applicable Task Order, shall serve as the representative of CONTRACTOR for the SERVICES and he/she or another CONTRACTOR staff member acceptable to RIAC shall attend all meetings upon the reasonable request of RIAC.

14. PERSONNEL

CONTRACTOR represents that it has, or will obtain at its sole cost and expense, all personnel required to perform the SERVICES required under this AGREEMENT and all Task Orders issued hereunder. Any and all persons engaged by CONTRACTOR to perform the SERVICES shall be considered employees of CONTRACTOR, not RIAC.

15. TIME IS OF THE ESSENCE

The parties hereto agree that time is of the essence with respect to any deadline or schedule set forth in this AGREEMENT or any Task Order

16. COMPENSATION

RIAC agrees to pay CONTRACTOR an amount in accordance with the Fee Arrangements set forth on Exhibit "D" and each Task Order.

17. METHOD OF PAYMENT

- (a) The specific method of payment for SERVICES to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit "D" or as separately established by Task Order. RIAC shall pay CONTRACTOR in accordance with monthly invoices to be submitted by CONTRACTOR. Invoices for time and material type contracts shall cover SERVICES performed during the preceding month and shall be for an amount calculated from the actual number of hours expended on the work by each staff member and the hourly rates specified in Attachment "D-1" to Exhibit "D". Invoices for lump sum type contracts shall be based on percent complete of total project.
- (b) Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Attachment "D-2" to Exhibit "D".
- (c) Subcontractors are to be considered as a direct expense when invoicing. No Contractor mark-up will be allowed for subcontractor services.
- (d) From the total of the amount determined by RIAC to be payable on an invoice, CONTRACTOR shall deduct a pre-determined percentage as set forth in Exhibit "D", to be held as retainage and paid by RIAC upon completion of the Project.
- (e) RIAC shall pay CONTRACTOR invoiced amounts within thirty (30) days after the date RIAC's Executive Vice President deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 15th of the month or the next business day should the 15th of the month fall on a weekend or

State of Rhode Island recognized holiday. Invoices shall be accompanied by supporting documentation as required by RIAC.

18. TERMINATION OF AGREEMENT FOR CAUSE OR RIAC'S CONVENIENCE

- (a) This AGREEMENT may be terminated by either party upon written notice in the event of default under this AGREEMENT by the other party; provided, however, the non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.
- (b) RIAC may terminate or suspend performance of this AGREEMENT for RIAC's convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the SERVICES on a schedule acceptable to RIAC, and RIAC shall pay CONTRACTOR for SERVICES performed.
- (c) The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Order, and without terminating or otherwise affecting this AGREEMENT as a whole.

19. NOTICES

Except as provided for otherwise herein, all notices, requests, demands and other communications required or permitted pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage prepaid and addressed as follows:

TO RIAC:	Kevin Dillon, A.A.E. President/CEO Rhode Island Airport Corporation T. F. Green Airport 2000 Post Road Warwick, RI 02886
TO:	(ENTER CONTRACTOR NAME) (CONTACT NAME/TITLE/ADDRESS)

or to such other person or address as either party may specify by notice given as provided herein to the other party.

20. FINDINGS CONFIDENTIAL

Except as required by law, CONTRACTOR shall not, at any time, divulge to any person any proprietary information or fact relating to the conduct, management or business of RIAC. All information relating to the details of the SERVICES and any other documents, data, plans, reports or other materials provided to or acquired by CONTRACTOR in connection with this AGREEMENT shall be treated as confidential and used only in the performance of the services hereunder for the advancement of the interests of RIAC and the SERVICES. Except as required by law, no documents, data, plans, reports or other materials provided to or prepared or assembled by CONTRACTOR in connection with this AGREEMENT shall be made available to any other individual or organization by CONTRACTOR without prior written approval of RIAC.

21. ASSIGNABILITY

This AGREEMENT shall be binding upon and inure to the benefit of the successors, assigns or affiliates of CONTRACTOR and RIAC. This AGREEMENT may not be assigned by either party hereto, in whole or in part, without the expressed written consent of the other party hereto and any attempted assignment in contravention of this provision shall be void and of no effect.

22. NO THIRD-PARTY RIGHTS

This AGREEMENT shall not create any right in or benefit to parties other than RIAC and CONTRACTOR and their assignees or successors.

23. NO JOINT VENTURE

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between RIAC and CONTRACTOR, and neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

24. NONDISCRIMINATION

CONTRACTOR agrees that, during the performance of this AGREEMENT, it shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or the applicant's race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin or disability. Any subcontract awarded under this AGREEMENT shall contain a like provision.

25. AVAILABILITY OF RECORDS

CONTRACTOR shall keep time and expense records pertaining to the SERVICES performed under this AGREEMENT and make such records available to authorized representatives of RIAC during the term of the AGREEMENT and for a period of not less than three (3) years following the final payment for SERVICES performed under the AGREEMENT.

26. NO WAIVER

The failure of either party to enforce any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision. No RIAC payment to CONTRACTOR for SERVICES performed under this AGREEMENT shall be construed as a waiver of any rights under this AGREEMENT.

27. APPLICABLE LAWS

CONTRACTOR agrees to perform the SERVICES required hereunder in compliance with all applicable local, State and Federal laws and the rules, regulations, and requirements promulgated by RIAC from time to time.

28. SEVERABILITY

If a provision of this AGREEMENT is or becomes illegal, invalid, or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this AGREEMENT; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this AGREEMENT.

29. GOVERNING LAW

This AGREEMENT shall be construed in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

30. AUDITS

The Rhode Island Airport Corporation (RIAC) reserves the right to conduct from time to time an audit of CONTRACTOR's work performed and all documents and records related thereto.

31. FAA REQUIRED CLAUSE

CONTRACTOR, by execution of this AGREEMENT certifies that:

- (a) CONTRACTOR is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United State Trade Representatives (USTR).
- (b) CONTRACTOR has not knowingly entered into nor shall CONTRACTOR enter into any contract or subcontract for these SERVICES with a subcontractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- (c) CONTRACTOR has not procured nor shall CONTRACTOR procure any product nor subcontracted for the supply of any product for use on the SERVICES that is produced in a foreign country on said list.
- (d) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subcontractor who is unable to certify the above. If CONTRACTOR knowingly procures or subcontracts for the supply of any produce of service of a foreign country on the said list for use under this AGREEMENT, the Federal Aviation Administration (FAA) may direct, through RIAC, cancellation of the contract at no cost to the FAA or RIAC.
- (e) CONTRACTOR agrees, by executing this AGREEMENT, it will incorporate this provision for certification without modification in each subcontract issued hereunder. CONTRACTOR may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- (f) CONTRACTOR shall provide immediate written notice to RIAC if CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed

circumstances. CONTRACTOR contracts with subcontractors shall require each subcontractor to provide immediate written notice to CONTRACTOR if at any time it learns that its certification was or has become erroneous by reason of changed circumstances.

- (g) This certification is a material representation of fact upon which reliance was placed when entering into this AGREEMENT. If it is later determined that CONTRACTOR or its subcontractor knowingly rendered an erroneous certification, the FAA may direct, through RIAC, cancellation of the contract or subcontract for default at no cost to RIAC or the FAA.
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

32. ENTIRETY

This AGREEMENT together with Exhibits, Task Orders, and attachments hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

33. CAPTIONS

The captions contained in this AGREEMENT are for reference only and are in no way to be construed as part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed and intend to be legally bound hereby.

ATTEST

RHODE ISLAND AIRPORT CORPORATION

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ATTEST

CONTRACTOR

By _____

By _____

Title _____

Title _____

Date _____

Date _____

SAMPLE TASK ORDER

ENTER TASK ORDER NUMBER
ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER

This Task Order is made as of this **(ENTER DATE)**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and **(ENTER CONTRACTOR NAME)** ("CONTRACTOR").

Section A. - SERVICES

A.1. CONTRACTOR shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONTRACTOR shall provide the following submittals/deliverables (documents) to RIAC:

LIST DELIVERABLES

Section B. - Schedule

CONTRACTOR shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

LIST MILESTONE DATES FOR SCHEDULE

Section C. - Compensation

C.1. In return for the performance by CONTRACTOR of the obligations set forth in this Task Order, RIAC shall pay to CONTRACTOR an amount not to exceed \$, payable according to the following terms:

ENTER PAYMENT TERMS OR CROSS EXHIBIT D TO AGREEMENT

Section D. – Sub-Contractors

The following describes the scope, schedule and budget allocated to sub-contractors and sub-Contractors used in performance of this Task Order.

LIST SUB-CONTRACTORS AND BUDGET INFORMATION

The CONTRACTOR shall ensure that all of the above-referenced sub-Contractors agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section E. – Proposed Organization

LIST NAME AND TITLE OF PROPOSED STAFF

Section F. - RIAC's Responsibilities

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

DEFAULT TO CONTRACT TERMS

Section G. - Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ENTER OTHER PROVISIONS

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

RHODE ISLAND AIRPORT CORP.

(ENTER CONTRACTOR NAME)

By: _____

By: _____

Name: Kevin Dillon, A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit "B"

TASK ORDER No. 1

ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER

This Task Order is made as of this **(ENTER DATE)**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and **(ENTER CONTRACTOR NAME)** ("CONTRACTOR").

Section A. - SERVICES

A.1. CONTRACTOR shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONTRACTOR shall provide the following submittals/deliverables (documents) to RIAC:

LIST DELIVERABLES

Section B. - Schedule

CONTRACTOR shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

LIST MILESTONE DATES FOR SCHEDULE

Section C. - Compensation

C.1. In return for the performance by CONTRACTOR of the obligations set forth in this Task Order, RIAC shall pay to CONTRACTOR an amount not to exceed \$, inclusive of expenses, payable according to the terms set forth on Exhibit D to the AGREEMENT.

Section D. – Sub-Contractors

The following describes the scope, schedule and budget allocated to sub-contractors and sub-Contractors used in performance of this Task Order.

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONTRACTOR shall ensure that all of the above-referenced sub-Contractors agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section E. – Proposed Organization

LIST NAME AND TITLE OF PROPOSED STAFF

Section F. - RIAC's Responsibilities

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

DEFAULT TO CONTRACT TERMS

Section G. - Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ENTER OTHER PROVISIONS

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

RHODE ISLAND AIRPORT CORP.

(ENTER CONTRACTOR NAME)

By: _____

By: _____

Name: Kevin Dillon, A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit "C"

**ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER**

INSURANCE REQUIREMENTS

1. CONTRACTOR shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. CONTRACTOR shall submit to RIAC a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by CONTRACTOR, RIAC may consider the firm nonresponsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all sub-Contractors and sub-contractors engaged hereunder.
3. CONTRACTOR (and all sub-Contractors and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:

(DEFAULT TO TERMS SPECIFIED IN THE RFP)
4. RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

Exhibit "D"

**ENTER TYPE OF SERVICES
For ENTER PROJECT NAME
ENTER PROJECT CIP NUMBER
AIP No. ENTER AIP NUMBER (if applicable)
Contract No. ENTER CONTRACT NUMBER**

FEE ARRANGEMENTS

1. **(ENTER CONTRACTOR's NAME) ("CONTRACTOR")** fee to perform professional services set forth on an approved Task Order in conjunction with the AGREEMENT shall be invoiced on a not-to-exceed, time and materials basis and at the employee's actual hourly rate, not to exceed the approved billable rates caps (see Attachment "D-1") used to perform the work, except in the case of a lump sum Task Order.
2. Reasonable out-of-pocket expenses for telephone calls, computer services, transportation and subsistence, reproduction of reports, express delivery and other services and materials, to include sub-Contractor services will be billed at their actual cost, and in compliance with Attachment "D-2".
3. Prior to initiating any work for SERVICES under this AGREEMENT, CONTRACTOR shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and an fee based on the approved billing rates and reimbursables specified in the AGREEMENT, CONTRACTOR will only proceed when RIAC provides written notice to do so.
4. Invoices are due on the 15th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Purchasing Agent/Manager Administration
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886-1533

ATTACHMENT 'D-1'

ATTACHMENT 'D-2'

The following has been established as acceptable expenses incurred while conducting RIAC business. It is recognized and anticipated that on certain occasions, circumstances may warrant deviations. In such cases, prior written approval must be obtained by the RIAC Project Manager.

Receipts must be submitted for all expenses. Documentation shall include detailed receipts for all expenses (credit card receipts are NOT acceptable). Reimbursable expenses may include the following:

- The cost of travel. Modes of transportation that will adequately accommodate travel scheduling requirements and that are the most direct and cost effective to RIAC. The cost of air transportation shall not exceed the cost of coach airfare. Airfare will only be reimbursed up to the cost of coach airfare shown on the ticket, and not on the basis of any frequent flyer agreement.
- Employees will be reimbursed for the use of personal vehicles at the GSA approved rate.
- Ground transportation includes taxis, rental cars, buses and trains.
- RIAC will reimburse up to a full size automobile rental when other means of ground transportation would not be deemed cost effective.
- Parking costs, tolls, and other similar fees.
- Contractors conducting business at T. F. Green Airport should park in the hourly parking lot and have their tickets validated by RIAC Staff. RIAC will not reimburse for parking at T. F. Green Airport.
- All lodging will be at the single occupancy rate and must be supported and documented with detailed hotel receipts.
- RIAC will pay for reasonable meals and tips. If tips are given, the amount should be reflected on the receipt for the meal.
- Receipts for alcoholic beverages are NOT reimbursable.
- All travel and expense reports must be submitted for payment within one (1) month of the travel or expense.
- RIAC reserves the right to refuse payment of expenses submitted after one (1) month of being incurred.