



## Solicitation Information

18 June 10

RFP# 7396669

TITLE: ARRA – Design-Build of Fire Alarm Systems and Sprinkler Systems @ RI College  
(Adams Library)

Submission Deadline: 2 July 10 @ 11:00 AM (Eastern Time)

**PRE-BID/ PROPOSAL CONFERENCE: Yes Date: 25 June 10 @ 8:30 AM (EDT)**  
**Mandatory : No**  
**Location: Gaige Hall, Rhode Island College, 600 Mt. Pleasant Avenue, Providence, RI**

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us). Questions must be received no later than 25 June 10 @ 12:00 Noon (ET). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: Yes**  
**BOND REQUIRED: Yes**

Jerome D. Moynihan, C.P.M., CPPO  
Administrator of Purchasing Systems

Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### NOTE TO VENDORS:

Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

## **1. INTRODUCTION**

### **1.0 GENERAL INFORMATION**

The Rhode Island Department of Administration/Office, on behalf of Rhode Island College, is soliciting proposals from qualified firms to provide for Design-Build services, as described elsewhere herein, and in accordance with the terms of this request and the State's Governing Terms and Conditions, which is available on the State of Rhode Island Division of Purchases internet home page [www.purchasing.ri.gov](http://www.purchasing.ri.gov) .

The Design-Build Services are for the complete design, supply, and installation of complete addressable fire alarm and sprinkler systems for the Adams Library.

This is a Request for Proposal (RFP), not an Invitation to Bid: response will be evaluated on the basis of relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Office of Purchases, pursuant to this Request, other than to name those Offerors who have submitted proposals.

The RFP states the instructions for submitting proposals, the procedures and criteria by which a vendor may be selected and the contractual terms by which The State of Rhode Island intends to govern the relationship between it and the selected vendor.

#### **1.1 Definition of Parties**

Rhode Island College with henceforth be referred to as RIC or the College. Respondents to the RFP shall be referred to as Offerors. The Offeror to whom the contract is awarded shall be referred to as the Contractor.

##### **1.1.1 Terms/Definitions**

"Request for Proposal", or "RFP", refers to this document or the contents of this document.

"Customer" or "State" refers to the State and/or associated State institution or agency covered under this RFP.

The terms "Vendor", "Bidder", and "Offeror" used herein all refer to the vendor submitting a response to this RFP. The terms "proposal" and "response" are synonymous.

Throughout this document the word "project" refers to the Design-Build services for design, supply and installation of addressable fire alarm systems and sprinkler systems in the Adams Library.

## 1.2 Instructions and Notification to Offerors

**Notice regarding R.I. Gen. Laws 28-27-5 and 28-27-6:** The statutes state that only persons with the proper licensure can bid upon or perform the work described in the statute. Thus, if the RFP is limited to a specific type of system, such as fire protection sprinkler system, then only licensed trades persons or companies with the requisite licensure can bid upon or perform the work.

Any vendor that submits a response to the RFP but does not carry the license cannot be considered to be responsive or responsible as the submission itself violates State law.

*Accordingly, copies of all relevant licenses (and the individuals affiliated with said licenses) should be included within the proposal submission.*

RI General Laws are available at <http://www.rilin.state.ri.us/Statutes/Statutes.html>

### General Conditions

This contract will be awarded under the State of Rhode Island Division of Purchases general conditions of purchasing which are available on the State of Rhode Island's website <http://www.purchasing.ri.gov>

Potential offerors are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. Proposals emailed, or faxed, to the Division of Purchases will not be considered. The "Official" time clock is in the reception area of the Division of Purchases.

In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to

do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder (s).*

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.

Submitters should be aware of the State's MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [cnewton@gw.doa.state.ri.us](mailto:cnewton@gw.doa.state.ri.us) Visit the website <http://www.mbe.ri.gov>

Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP / LOI

**Equal Employment Opportunity (RIGL 28-5.1) § 28-5.1-1 Declaration of policy.** (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email [raymond1@gw.doa.state.ri.us](mailto:raymond1@gw.doa.state.ri.us)

Subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

If you wish to seek to do business with the State of Rhode Island, you must register and utilize the E-Verify Program. Please refer to [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) for more information.

**RIGL 37-13-3.1 State public works contract apprenticeship requirements.** \* (a) Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

#### ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)."

Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

### **Pre-Proposal Conference**

There will be a pre-proposal conference on the date and time indicated on page one of this solicitation. Please allow about 2 hours to include a tour of the building. This will provide vendors with the opportunity to talk to the staff responsible for administering the project. Vendors will also be taken on a tour of the buildings in order to familiarize themselves with the project.

Prospective bidders may also make written inquiries concerning this RFP to obtain clarification of requirements. See the cover page of this solicitation for instructions.

Beyond the terms and conditions expressed herein, no additional discussions regarding this solicitation with State Employees will be permitted.

### **No Guarantee of Services**

Selection of Vendor under this RFP is not a guarantee that the Vendor will be selected to provide services during the agreement period. Vendors and services will be selected by Customer based on need, in addition to vendor qualifications, pricing, and ability.

### **Right to Reject**

The State reserves the **right to reject** the proposal of any vendor that fails to comply with all of the specifications and requirements contained herein. The State also reserves the right to approve or reject a vendor's participation in any portion of the requested services without rejecting the vendor's entire offer.

### **Modifications to RFP**

The State reserves the right to revise, modify, supplement, or withdraw this RFP at any time. Vendors are encouraged to visit the Division of Purchases' website on a regular basis, as any additional information relating to this solicitation will be released in the form of addenda relating to this RFP.

### **Submission Materials**

All materials submitted regarding this RFP will become the property of the State and will only be returned to the vendor at the State's option. Disqualification of a vendor or non-acceptance of the RFP does not eliminate this right. Bidders are advised that all materials submitted to the State for consideration in response to this Request will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

## **ARRA**

This project is to be funded by American Recovery and Reinvestment Act (ARRA) funds. Offerors must comply with the Division of Purchases “Supplemental Terms and Conditions for Contracts and Subawards Funded In Whole Or In Part By The American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5” (attached). *Award of this project is contingent on the availability of ARRA Fire Safety funding.*

## **2.0 BUILDING DESCRIPTION**

### Adams Library

Adams library contains library space, office space, and classroom space. There are also corridors, conference rooms, museum space, mechanical and electrical rooms. In total there is approximately 103,178 square feet of floor area over four stories. Currently the building has a non-addressable fire alarm system. There is no sprinkler system in place. However, there is standpipe system in the stairway areas. Floor plans of the building are attached.

## **3.0 SCOPE OF WORK**

**3.1** The following scope items shall be considered the minimum requirements. The offeror shall include any additional scope items in their proposal that they believe will allow RIC to better meet the project objective.

**3.2 General** – Provide complete design, supply, and installation of complete addressable fire alarm system and sprinkler systems for Horace Mann and Fogarty Life Science buildings. The fire alarm and sprinkler systems shall provide coverage for the entire buildings. Design and specified components shall be consistent with systems and products the College has used in recent installations and has standardized on. Fire Alarms Systems and Sprinkler Systems shall be in complete conformance with current Rhode Island fire code and requirements of the College’s insurer (FM Global).

**3.3 Schedule** – This project shall be completed within 6 (six) months from the date of award exclusive of review times from State Authorities or the College.

**3.4 Meetings** - Meet with representatives from Facilities and Operations at outset of project to discuss details of project prior to beginning work. Summarize meeting in a memorandum. Plan for at least semi-weekly progress meetings during the design

phase and weekly progress meeting during the construction phase. Meeting minutes shall be developed by the offeror for all meetings.

**3.5 Codes & Laws** – The design and construction shall conform to all applicable codes and laws pertaining to fire alarm systems and sprinkler systems. This shall include, but not be limited to, National Fire Protection Association (NFPA) 1 – Uniform Fire Code, NFPA 70 - National Electric Code, NFPA 72 - National Fire Alarm Code, and NFPA 13 - Installation of Sprinkler Systems.

**3.6 Existing Data Review** - Review existing building plans and conduct detailed onsite reviews of the buildings. Review available maps and schematics of existing utilities.

**3.7 Addressable Fire Alarm Systems** – Systems shall be electronically supervised and shall conform to all requirements of the current Rhode Island Fire Code and all Rhode Island laws pertaining to fire alarm systems. All fire detection and notification devices shall be addressable. The fire alarm system includes the panel, sensor and notification (alarm) equipment, and the wiring and conduit system. The system shall include all other components and work required to meet approval of State Fire Marshall and result in a fully operational fire alarm system including but not be limited to: hangers, pipe sleeves, fire-stop systems, electrical controls and fire alarm system interconnections, alarms, strobes, pull stations, smoke detectors, monitor modules, fault-isolation modules, audio-visual (multi candela) horn-strobe devices, weatherproof strobe alarm devices, fittings, boxes, relays, switches, and connectors.

3.7.1 This project shall include all associated work required to install the fire alarm systems. This shall include, but not be limited to, ceiling removal, repair and/or replacement, painting, electrical improvements, lighting improvements, wall repair, floor repair, plaster restoration, concrete restoration, etc.

3.7.2 All existing Fire Alarm devices, components, wiring, and conduit shall be replaced.

3.7.3 All initiating devices (smoke and heat detectors, pull stations) shall annunciate alarm, supervisory, and trouble conditions at panel. Panel display is to include: point address, device type, status of the device, location description, date & time of event.

3.7.4 System shall include master box and fire alarm panel. Design shall provide for fire alarm panel to transmit directly to the local fire department (Providence/North Providence as applicable) with simultaneous notification (printer recording and screen display) to the College Security Department via the College's Siemens Building Management System.

3.7.5 The project includes fire-stopping all existing penetration (walls, ceilings, floors) through fire-rated assemblies to restore integrity and rating to all such fire-rated assemblies.

3.8 **Sprinkler Systems** – Sprinkler systems shall be in full conformance with current Rhode Island State Fire Codes, NFPA #13, and all current Rhode Island laws pertaining to sprinkler systems. Systems shall be electronically-supervised wet pipe addressable sprinkler system. The sprinkler system includes controls wiring and all other sprinkler system components including: pipe, fire pump (if required), backflow preventer, sprinkler heads, cut-off valves, check valves, flow switches, flow-test and drain systems, hangers and support brackets, pipe sleeves, fire-stop systems, electrical controls and addressable interconnections to the fire-alarm system, electrical conduits, fittings, boxes, wiring, relays, switches and connectors, and all other components needed to make the system fully operable.

3.8.1 Project shall include all associated work required to install and make the sprinkler systems fully operational and in conformance of all codes and regulations. This shall include, but not be limited to, ceiling removal, repair and/or replacement, painting, electrical improvements, lighting improvements, building water service, fire pump, wall repair, floor repair, plaster restoration, concrete restoration, etc.

3.8.2 Offeror shall prepare and deliver to RIC a proposed sprinkler layout with complete hydraulic calculations demonstrating that the proposed system will meet all requirements. Plan and calculations shall be stamped by a Professional Engineer licensed in the State of Rhode Island.

3.8.3 Sprinkler systems shall be fully integrated with addressable fire alarm system.



- 3.9 **Standpipe System** – If a standpipe system is in place: evaluate the condition of the system and code compliance of the system. If it is found to be in good condition and code compliant the standpipe system shall remain in place. Otherwise it shall be replaced.
- 3.10 **Automatic HVAC Shutoff** – Design and installation shall result in automatic shutoff of building exhaust fans in accordance with current fire code.
- 3.11 **Communication with Local Fire Department** – Design to provide for communications to local fire department (North Providence and Providence as applicable). Equipment and communications shall conform to fire department’s requirements.
- 3.12 **Approval by State Fire Marshall** – The design documents must be approved by the Rhode Island State Fire Marshall. The offeror shall prepare the submittals in a format acceptable to the State Fire Marshall and submit to their office for review on behalf of the College. The offeror shall modify documents based on the Fire Marshall’s requirements.
- 3.13 **Campus-wide Fire Alarm System** – All new systems shall be integrated with existing campus-wide Fire Alarm System.
- 3.14 **Water Supply** – Review existing fire flow test results. Conduct additional tests as required to complete the designs.
- 3.15 **Fire Pump** – Project shall include fire pump (if required) and all associated work, including but not limited to: piping, wiring, electronics required to make pump fully operable and integrated with fire alarm and sprinkler system. **Design, supply, and installation of fire pump for each building and associated work shall be carried as a separate line item in the cost proposal.**
- 3.16 **Backflow Preventer** – Supply and install an RPZ backflow preventer separating fire service and domestic service within each building.
- 3.17 **Fire Department Hose Connections** – Supply and install operable fire department hose connections for each building in accordance with the requirements of the State Fire Marshall and local fire departments.

- 3.18 **Draft Submittal** - Submit three (3) copies of the design plans and specifications within 45 days of contract award for review and comment.
- 3.19 **Final Submittal** - Revise draft designs in accordance with RIC comments within 15 (fifteen) days of receipt of comments and submit to Rhode Island State Fire Marshall and FM Global for approval. Revise as necessary for Fire Marshall and FM Global approval and once approved submit five (5) copies of the final plans and specifications within 15 days of receipt of comments of draft (hard copy and electronic copy (AutoCAD & PDF)). All designs shall be stamped by a Professional Engineer licensed in the State of Rhode Island.
- 3.20 **Construction** – Offeror shall be responsible for all aspects of construction. All construction staff shall possess valid Rhode Island licenses in their respective disciplines, including but not limited to electricians, plumbers, pipefitters.
- 3.20.1 **Access to Buildings & Work Hours**– The RIC buildings are in use throughout the year. The Offeror will need to coordinate activities with ongoing operations. It shall be assumed that at least some of the work will need to be conducted during nights and/or weekends. This shall be reflected in the vendor’s fee structure, as there will be no additional compensation for work outside normal work hours. It shall also be assumed that there will be some days where particular types of work will not be allowed to minimize disturbance to College activities.
- 3.20.2 **Normal work hours** shall be M-F, 7:30 am to 4:30 pm, excluding holidays. Work shall proceed on a room-by-room basis to minimize disturbance. In rooms where classes are being held during the project period or offices, the offeror must complete the work in a manner so as not to disrupt ongoing full use of the facility. Multiple crews may be used to work in several rooms simultaneously. Work outside of normal work hours must be requested at least 48-hrs. in advance and must be approved by the College Engineer.
- 3.20.3 **Permits** - Offeror is responsible for obtaining and paying for all required permits including but not limited to building permits, electrical permits, and plumbing permit.
- 3.20.4 **Materials** – Offeror shall supply all materials and equipment required for this project. All materials shall conform to current codes and standards. All equipment and communication devices shall be fully integrated in the

College's campus-wide fire alarm and building management systems as part of this contract.

3.20.4.1 Fire Alarm Panel Equipment – Provide FCI Addressable Main Fire Alarm Panel. Provide FCI LCD Remote Annunciator (analog addressable) Fire Alarm Panel. No other manufacturer's Fire Alarm Equipment is acceptable.

3.20.4.2 Conduit - All conduit shall be of the size required by the latest edition of the electrical code. Minimum conduit size shall be ½-inch (interior). Appropriate, standard boxes and fittings are to be used. Furnish and install all junction boxes, pull boxes and fittings required for the installation of the work; boxes shall be of code gauge and the smallest appropriate size required for the particular installation. Any conduits and electrical equipment which must be relocated or installed within the building are to be installed so that all conduits and wiring are concealed (unless approved by College Engineer). Sufficient, sturdy hangers will be used to adequately support the conduit system without any deflections, sagging, and looseness. Any pre-approved exposed conduit (or accessories) must be wire-mold or equal; elsewhere, standard EMT and associated fittings are to be used; or MX cable. Any required raceways shall be furnished and installed complete with all necessary fittings, boxes, connectors, and accessories. Raceway systems shall be UL listed.

3.20.4.3 Electric Wiring – Interior wire shall be copper wire, soft-drawn and annealed, with THHN insulation; rated 600 volts, and dual-rated 75 degrees C wet and 90 degrees C dry. Wire shall be sized in accordance with the Electrical Code for the operating current of the equipment being supported (allowing for starting current). No wire shall be smaller than #14. Exterior wiring shall be copper wire, soft-drawn and annealed, with THHN insulation, and no smaller than #10. All conductors #10 or larger shall be stranded. All wire and wire sizes shall conform to applicable electrical codes and AIEE Standards. Furnish and install all wiring taps, terminals, connectors, splices, conduit

and cable supports in compliance with applicable electrical codes and generally accepted construction practices in RI. Wire joints in circuit work shall be Buchanan “B-Cap”, Ideal “Wire Nut” #452 or 453, “Scotchlock Type R”, or T&B “Sta-Kon”. Type MC cable may be used in concealed locations; all conduit and wiring systems must be concealed.

3.20.4.4 Piping and Fittings – For diameters less than 2 inches, sprinkler piping is to be black-iron, schedule 40 threaded pipe, couplings and fittings. Use fittings and valves to match the adjoining piping material. For larger diameters, schedule 10 rolled grooved-end steel pipe with Victaulic (or approved equal) fittings may be used within the building only. Wherever two pipes of different metallic materials are joined use dielectric fittings to preclude electrolytic corrosion.

#### 3.20.4.4.1 Pipe and fittings

3.20.4.4.1.1 When welded and seamless steel pipe is used and joined by welding or by rolled-end grooved pipe couplings, the minimum wall thickness for pressures up to 300 psi shall be in accordance with Schedule 10 for sizes up to 5-inch diameter; shall be 0.134 inches for 6-inch diameter; and 0.188 inches for 8 and 10-inch diameter pipe.

3.20.4.4.1.2 When steel pipe is used and joined by threaded fittings, the minimum wall thickness shall be accordance with Schedule 40 pipe for pressures up to 300 psi.

3.20.4.4.1.3 Fittings, couplings, unions and reducers shall be of a type specifically approved for use in sprinkler systems and shall have a working pressure not less than 175 psig. Grooved-end fittings and couplings shall be

compatible couplings from the same manufacturer as the pipe.

- 3.20.4.4.1.4 Chrome-plated steel escutcheons shall be used around all pipes passing through walls, floors, and ceilings in occupied or finished areas, with all holes (to include those through fire walls) being sleeved and sealed in compliance with applicable codes.

#### 3.20.4.4.2 Valves

- 3.20.4.4.2.1 All valves shall be free from defects and shall be stamped or marked with manufacturer's name and UL approved.

- 3.20.4.4.2.2 Gate valves shall be 175 psi standard class. Valves 2-inches and smaller shall be all bronze, with rising stem and screwed ends; valves over 2-inches in size shall be bronze-mounted, iron-body, resilient-seated, outside screw and yoke type flanged. Standpipe valves shall be 2-1/2 inch diameter fire-hose valves (with 2-1/2" to 1-1/2" reducers and caps).

- 3.20.4.4.2.3 Check valves shall be iron-body bronze-mounted, swing type, with flanged ends on piping 2-inch diameter and larger in size and bronze with screwed ends on piping under 2-inch diameter. Check valves on the branch to the fire department connection shall have automatic ball drip.

- 3.20.4.4.2.4 Butterfly valves shall be equipped with a tamperproof switch having two sets of contacts.

3.20.4.4.2.5 Backflow preventer shall be manufactured by Watts, Ames, or Febco and shall be same size as fire service line to the building. Valves shall be OS&Y gate valves with a test cock on the city side inlet OS&Y gate valve.

### 3.20.4.4.3 Sprinkler Heads

3.20.4.4.3.1 Provide UL listed quick response, pendant, upright, and sidewall sprinklers. Sprinklers shall be ½” orifice with chrome-plated finish. Sidewall sprinklers shall be institutional style. All sprinkler heads shall be manufactured by Reliable Automatic Sprinkler Corp, Inc., Duraspeed, or approved equal.

3.20.4.4.3.2 Heads shall be ordinary temperature classification, except in areas subject to abnormal heating conditions. Minimum fusing temperature shall be 155 degrees F. Sprinklers in mechanical rooms, shower rooms, and electric rooms shall have a temperature rating of 200 degrees F.

### 3.20.4.5 Spare Sprinklers and Cabinet

3.20.4.5.1 Provide 3 spare sprinklers (for each building) of each type used on the projects. These spare sprinklers shall be identical to the sprinklers used on the project.

3.20.4.5.2 Furnish and mount on a wall near the sprinkler service riser, a properly designed and marked cabinet in which the spare sprinklers shall be placed and stored.

3.20.4.5.3 Furnish and store in the spare head cabinet special sprinkler head wrenches as needed for each sprinkler head type supplied.

3.20.4.6 Drains and Test Connections

3.20.4.6.1 Drains shall be provided at low points in piping, at bases of risers and wherever necessary to insure that all portions of piping shall be completely drained.

3.20.4.6.2 Wet-pipe test connections shall include test pipe with a minimum diameter of 1-1/4 inches. Piping shall terminate outside the building with a half-inch orifice. Test piping through outside walls and exterior to the building shall be galvanized steel pipe with sleeves caulked watertight. Valves shall be located above ceilings with nearby access panels.

3.20.4.7 Water Flow Indicators - Provide UL-approved closed-circuit indicators with adjustable retard and two sets of contacts. Provide the required quantity of water flow switches on this wet pipe sprinkler system.

3.20.4.8 Supervisory Switches - Provide UL approved, tamper-proof switches with weatherproof die-cast aluminum housings and two sets of contacts.

3.20.4.9 Supports at All Risers - Support risers from the floor with pipe stands. Pipe stands shall be bolted to the floor.

3.20.4.10 Wet Pipe System - Provide new piping, automatic devices, gauges and all required accessories and appurtenances required by NFPA-13. All system components shall be UL approved.

3.20.4.11 Signs

3.20.4.11.1 Provide permanently marked identification signs at drain and test valves in the system and caution signs at all control valves. Provide metal or aluminum lithographed signs, red and white in color, 6" long and 2" high with lettering ½" high. Attach with stainless steel or brass screws, rivets, or other permanent means to metal straps wrapped around pipe near valve location. Provide a "Sprinkler Room" sign on the door(s) to every room where valves are located. Signs shall not be stickers. Signs shall be of metal or aluminum, secured with tamper-resistant screws.

3.20.4.11.2 Provide nameplates with permanently attached placards indicating the hydraulic design information for each sprinkler system design area. Locate the nameplates on the riser in the sprinkler room.

3.20.4.12 Fire Department Connection – If existing fire-department connection to building does not exist or is not in conformance with current requirements, provide a flush type single connection Elkhart Brass MFG. Co., Model 151 Plug and Chain, or approved equal. Escutcheon shall be lettered "AUTO-SPRINKLER". All components shall be chrome-plated and threads shall conform to local fire department threads (North Providence or Providence as applicable).

3.20.4.13 Hangers

3.20.4.13.1 At the end of each branch line, provide a Tolco surge restrainer, or the type of hanger that prevents upward movement; or install the hanger rod tight to the pipe.

3.20.4.13.2 All hanger components shall be UL listed for use with sprinkler system piping. Hanger systems are to be adequate and sufficiently strong to properly support the entire sprinkler system; to include occasional, significant additional loads. All hangers are to be



attached to the buildings structure; and are to be in compliance with all applicable NFPA 13 requirements.

- 3.20.4.14 Caulking – Caulking material for all drilled holes and sprinkler-system-to-building joints shall be: two-component polysulfide, mixed on site, for joints between dissimilar materials and substrates; or GE silicone (Silpruf) sealants for metal-to-metal joints.
- 3.20.4.15 Insulation – Within the building, use Fire-safing foam insulation (US Gypsum’s thermafiber or equal) to completely fill all voids between the building’s components and the sleeves; and between the sleeves and the accommodated pipe. Such Fire-Safing insulation shall be acceptable to the State Fire Marshall for use in sealing penetrations through fire-walls.
- 3.20.4.16 Anchors, Bolts, Inserts, and Sleeves – Anchors, bolts, pipe and conduit hangers and miscellaneous fasteners shall be provided where necessary for fastening work in place and shall be as necessary for their intended purpose. They shall be drilled-into and embedded in concrete and masonry as appropriate; or securely fastened to the existing masonry or structural components. The entire sprinkler components supporting (and fasteners) system shall comply with all requirements of NFPA 13. Sizes, kinds and spacing of anchor shall be as necessary for their purpose. Zinc-coated inserts of suitable and approved types shall be provided where necessary for the support of pipes, conduits, equipment, apparatus and other work. Zinc-coated steel pipe sleeves of suitable size shall be provided where pipes or conduit pass through floors, roofs or walls. Steel supports for the piping, fittings, conduits, fixtures and equipment shall be provided as indicated and as required for complete and top-quality installation.
- 3.20.4.17 Steel- All basic steel products (e.g. concrete reinforcing steel rods, hangers, support angles, bolts, nuts, lock washers, leveling shims) for this contract (excluding piping) are to be of mild steel (yield strength 30,000 or 36,000 psi). Connecting bolts, nuts, lock washers, shims, anchor bolts, and bolts

installed exterior to the building or inserted into concrete and floor slabs shall be of galvanized steel (and bent cold).

3.20.4.18 **Concrete; Reinforcing Mesh** – Use standard, 3,600 psi ready-mix Portland cement concrete for the concrete base of fire pump (where applicable). In order to ensure that the mesh is installed at the designated elevation within the concrete, strike off (or screed) the fire pump foundation two times: at 3” level and then at full foundation or slab thickness. The concrete is to be wood-floated and then steel-trowelled. All concrete is to be covered with polyethylene and kept wet for three days (minimum) curing. Reinforcing rods are to be steel, deformed rods, as used in the construction industry. Mortar or concrete mix for setting anchor bolts in existing concrete is to be expansion-type, designed for this purpose. All concrete forms are to be those generally used for concrete foundations and slabs by the construction industry in RI.

3.20.5 **Shop Drawings** – Submit five sets of shop drawings for all materials for the College’s review and approval. Ensure submittals are consistent with the design, College standards, and all applicable codes and laws. Drawings must be approved by the College Engineer prior to materials being ordered. No materials will be accepted on the job site without approved shop drawings.

3.20.6 **Storage of Materials** - At the jobsite, all materials are to be stored in a place and manner which protect them from damage and the effects of weather. Flammable materials are not to be stored inside campus buildings. Coordinate storage requirements and proposed locations with the College Engineer.

3.20.7 **Manufacturer’s Directions** - All manufacturer’s articles, materials, and other equipment shall be supplied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer’s instructions unless otherwise approved by the College Engineer.

3.20.8 **Davis-Bacon** – Offeror is required to pay prevailing wages as set forth by the Rhode Island Department of Labor and Training and the Davis Bacon

Wage Rate Schedules. Submit two copies of certified payrolls for offeror and all sub-contractors with each pay request.

- 3.20.9 **Red-line Drawings** – Offeror shall maintain a set of red-line drawings on-site reflecting as-built conditions. Red-lines shall be marked on final design drawings. Red-line drawings shall be presented at each progress meeting for review by the College.
- 3.20.10 **Cleanup** – Offeror is responsible for site cleanup. All trash and construction debris shall be removed from the building on a daily basis. Offeror shall broom clean, vacuum, dust, and wet mop all surfaces affected by the construction on a daily basis. The offeror is responsible for the proper and legal disposal of all materials. The cost of such disposal shall be included in the offeror’s pricing. The offeror shall also remove all marks, stains, fingerprints, and other soil or dirt from all painted, decorated and stained surfaces. To clean a given surface, only cleaning materials which are recommended by the manufacturer of the surface to be cleaned are to be used. All damages to exterior or interior walls or exposed ceilings will be completely finished (painted as necessary) so as to match adjacent surfaces.
- 3.20.11 **Protection of Personnel and Property** – The Offeror shall conduct their work in such a manner to protect the personnel and property of the College, students, or employees from loss, injury, or damage. Where dust, plaster, or debris is anticipated as a result of overhead construction, drop cloths should be placed to protect property and poly should be hung to contain dust. Offeror shall repair, replace, and/or compensate any damage, injury or loss resulting from this project. The College shall not be responsible for offeror equipment/security.
- 3.20.12 **Cleaning Materials** – To clean a given surface, only those cleaning materials which are recommended by the manufacturer of the surface to be cleaned shall be used.
- 3.20.13 **Finished Surfaces Work** – Damages to walls, ceilings, floors (such as smeared, scratched, or gouged masonry members or sheetrock) will be completely finished (painted as appropriate) so as to match the finish, texture, and surface plane of adjacent surfaces. Any damages to the existing bricks are to be concealed by a caulking; or such bricks are to be

replaced and mortared in. Spot painting of any damage repairs to the walls will be required.

- 3.20.14 **O&M Manuals** – Vendor shall supply three (3) copies of O&M manuals for the fire alarm and sprinkler system for each building. O&M manuals shall be bound in three-ring binders and shall be divided into sections with a table of contents listing the contents of each section. O&M manuals shall include: equipment cut sheets, manufacturer’s maintenance information on all components of the system, as-built drawings, system operational instructions, spare parts lists, and any other information pertinent to the operation and maintenance of the fire alarm systems.
- 3.20.15 **As-Built Drawings** – Use red-line drawings and original design documents to develop As-built plans on AutoCad. Provide three (3) sets of as-built drawings and a CD with both AutoCad and PDF electronic files.
- 3.20.16 **Payment** – Submit pay requisitions at the end of each month using AIA forms. College will withhold 10% retainage. At project outset submit a schedule of values. Upon completion of work, notify College Engineer and a joint inspection will be scheduled.
- 3.20.17 **Start-Up and Training Operations** – Conduct start-up operations and personnel instruction. Start-up shall include actual start-up and systems adjustment; complete system demonstration and performance verification; the furnishing of maintenance data and spare parts lists; the setting and adjustment of all controls and accessories; and trouble-shooting and the provision of a troubleshooting guide. The required testing is to include all equipment installed by this contract. Contractor will instruct the College Engineer and Physical Plant personnel on the operation and maintenance requirements of all equipment that is installed. Training shall be done onsite and scheduled according to availability of RIC staff. Two duplicate training sessions (on different days) shall be provided to ensure adequate staff receive training.
- 3.20.18 **Maintenance Included in this Contract** – Provide maintenance and servicing of the sprinkler and fire-alarm systems (and of all equipment being installed) for one year from date of acceptance of complete systems. Provide four (4) quarterly tests of each of the sprinkler and fire-alarm systems.

3.20.19 **Warranty** –The offeror shall leave the facility in proper working order and shall replace any work, material, or equipment provided under this contract which develops defects, other than due to vandalism, within one year from the date of final acceptance by the College, without additional expense to the College. Offeror shall register all products with manufacturer on behalf of the College to initiate manufacturer warranties.

#### **4.0 QUALIFICATIONS**

**4.1** Offerors shall have at least 10 years of experience in the design and installation of fire alarm systems and sprinkler systems. It is preferable that Offerors have experience working for institutions of higher education. Offerors shall have conducted at least 3 designs and installations of similar size and complexity in the last 5 years, of which at least one (1) shall have been in the State of Rhode Island. Offerors shall have thorough knowledge of local and national fire safety and electrical codes. Offerors shall have experience working with and obtaining design approvals the Rhode Island State Fire Marshall's office.

**4.2** The installation of the fire-alarm system, FA components, and all electrical service and control lines, wiring, conduits, boxes, switches, circuit breakers, disconnects, connections and associated electrical equipment (and related electrical systems replacement and improvements) required by this contract are to be performed by a Rhode Island licensed fire-alarm or electrical contractor. Each fire-alarm sub-contractor and electrical sub-contractor must have a Master Fire-Alarm Contractor's license or Master Electrical Contractor's License, respectively, valid in Rhode Island. Any required welding is to be accomplished by a RI-certified welder.

#### **5.0 AVAILABLE DOCUMENTS**

Documents available to the Offerors are as follows:

- Building Plans
- Campus Map
- Utility Plans
- Fire Flow Tests (Conducted 2010)

#### **6.0 PROJECT DELIVERABLES**

The following is a list of end products that should result from the project:

**6.1 Memorandum from initial meeting with Facilities & Operations.**

**6.2 Memorandums that summarize each progress meeting**

- 6.3 Sprinkler layout plan with Hydraulic Calculations**
- 6.4 Draft Plans and Specifications (3 copies)**
- 6.5 Final Plans and Specifications (approved by State Fire Marshall and FM Global) (5 copies)**
- 6.6 Installed and tested addressable fire alarm systems and sprinkler systems**
- 6.7 Two training sessions for each building for RIC staff**
- 6.8 O&M Manuals – three (3) copies for each building**
- 6.9 As-Built Drawings – Three hard copies and electronic files (AutoCAD and PDF) for each building.**
- 6.10 One year of maintenance and service from date of acceptance. 4 quarterly tests for each building.**

## **7.0 PRE-PROPOSAL QUESTIONS AND MEETING**

### **Pre- Proposal Conference**

A pre-proposal conference will be held on the date & time indicated on page one of this solicitation at Rhode Island College. The purpose of this conference is to answer questions and provide further clarification as may be required. Firms planning to attend this pre-proposal conference, or to get directions to the campus, visit <http://www.ric.edu/aboutRIC/directions.php>.

A tour of the Adams Library will follow the pre-proposal conference.

The information discussed at this pre-proposal meeting will be released as an addendum to the RFP and posted on the Internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

### **Pre-Submission Questions**

Questions, in **Microsoft Word Format**, concerning this solicitation may be emailed to the Division of Purchases at [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us) no later than the Date & Time indicated on page 1 of this solicitation. Please reference the RFP on all correspondence. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interest parties to download this information.

## **8.0 PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT**

### **Submission Requirements**

- A completed and signed three-page RIVIP Bidder Certification Cover Form, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
- A summary section providing an overview of the services being proposed.

- Evidence of Qualifications as described in Section 4.0, Section 8.0 and Section 9.0. It is preferable for the Response to contain the actual text of the RFP followed by the Vendor’s response to that paragraph.
- An exceptions listing, by paragraph number, of any specifications that have not been met (exceptions for specifications relating to services not being offered do not need to be provided).
- A completed and signed E-Verify W-9 (taxpayer identification number and certification.) Form is downloadable at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
- Vendor may include further sections or appendices containing drawings, planning documents, or any other supplementary information the Vendor would like to include in their response. Additional information such as marketing and sales brochures is welcome, but is in no way a substitute for the information requested above.
- Not-to-exceed fee and approach to establishing fee. Documents are to be signed, sealed, and separate from the technical response.
- When applicable, bidders MUST price alternates. Failure to provide pricing at all required opportunities will result in disqualification.

**Submission Format**

**The deadline for submission is located on page one of this solicitation.**

Offers to provide the services covered by this Request must be received by the Division of Purchases on or before the date & time indicated on page one of this solicitation. Responses (an original plus three (3) copies) should be mailed or hand-delivered in a sealed envelope marked [“RFP #7396669 – RIC Design-Build Fire Alarms & Sprinklers – Adams Library”] to:

**RI Dept. of Administration  
Division of Purchases, 2<sup>nd</sup> floor  
One Capitol Hill  
Providence, RI 02908-5855**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and may not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The “official” time clock is located in the reception area of the Division of Purchases.

*In addition to the multiple hard copies of proposals required, offerors are requested to provide their proposal in electronic format (CDRom). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.*

A Selection Committee will evaluate submitted proposals on the basis of the above criteria items. Consultant Teams may be invited to appear before the Committee for in-person presentations. The Committee will then make a qualifications based recommendation for final selection to the Rhode Island State Division of Purchases for final award determination.

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all responses, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

***Award of this project is contingent on the availability of ARRA Fire Safety funding.***

**Proposal submission shall include (in addition to above):**

- 8.1 Firm information – Provide name, address, phone number, primary contact person, and number of years firm has been designing and installing fire alarm systems and sprinkler systems. Provide resumes of key personnel who will be assigned to the project.
  
- 8.2 Reference Projects – Provide a list of at least three similar projects completed in the last five years, including reference contact person and phone number, date of project installation, and cost of project. At least one of these projects must have been in the State of Rhode Island.
  
- 8.3 Sub-contractor Listing – Provide a list of sub-contractors to be used on project, sub-contractor address, sub-contractor qualifications (project references, resumes of key personnel), description of proposed work. No more than 50% of the work shall be conducted by sub-contractors.
  
- 8.4 Schedule – Provide a detailed proposed project schedule from date of award. Schedule shall reflect completion of both design and construction in no more than six months (excluding review time by State authorities). Demonstrate that firm has capacity to complete the project on schedule.
  
- 8.5 Technical and Product Information – Provide technical information on proposed products and systems.
  
- 8.6 Warranty – Provide manufacturer’s warranty beyond one year for each proposed product.



8.7 Costs – Provide a complete breakdown of costs (material and labor) for the design and for the construction phase. Each phase shall be listed separately. The proposed cost for each sub-contractor shall also be included. Provide estimate and detail of reimbursable expenses. It should be noted that the College will not pay for meals, lodging, and mileage. Provide a separate line item for the design, supply, and installation of a fire pump and all associated appurtenances for each building.

## 9.0 EVALUATION FACTORS

In order to select the Vendor that will be awarded this RFP, the RFP responses will be evaluated in the following manner.

The College will convene a Selection Committee that will score each response. The response will be scored in the following categories, in which each category is given a weight factor expressed in a percentage of the total. The evaluation categories are:

- **Experience in performing design and installation of addressable fire alarm systems and sprinkler systems (25 Technical points)**

The offerors will be evaluated on their demonstrated experience in designing similar systems. Offerors shall have at least 10 years of experience in the design and installation of fire alarm systems and sprinkler systems. It is preferable that Offerors have experience working for institutions of higher education. Offerors shall have conducted at least 3 designs and installations of similar size and complexity in the last 5 years, of which at least one (1) shall have been in the State of Rhode Island. Offerors shall have experience working with and obtaining design approvals the Rhode Island State Fire Marshall's office.

- **Technical Expertise (15 Technical points)**

The consultants shall demonstrate expertise in the design and installation of addressable fire alarm systems and sprinkler systems, and other appropriate disciplines. Knowledge of all local and national fire safety and electrical codes is mandatory. Describe how the project will be managed and include the names and resumes of all key personnel who would work on project.

- **Ability to Complete Project Within Schedule (20 points)**

It is important to the College that the offeror complete this work within the proposed schedule. Proposal shall demonstrate that the company has sufficient staffing and that the proposed staff is available to complete the work required.

- **Fees (40 Cost points)** The fee structure will be evaluated along with the above items as a factor in selection. This project is structured as a lump sum fee plus reimbursable expenses. Fee should be supported by a summary of project personnel, level of effort by labor category, hourly rates for each labor category, materials costs, reimbursable expenses, sub-consultants, and any other information required to assess the fee.

## 10.0 SELECTION PROCESS

The Selection Committee will evaluate and score all proposals, using the criteria described earlier in this solicitation and repeated below.

\_\_\_\_\_ Experience Designing and Installing Addressable Fire Alarm and Sprinkler Systems  
0-25 points

\_\_\_\_\_ Technical Expertise  
0-15 points

\_\_\_\_\_ Ability to Complete Project on Schedule  
0-20 points

\_\_\_\_\_ Fee  
0 – 40 points

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all responses, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**SUPPLEMENTAL TERMS AND CONDITIONS FOR  
CONTRACTS AND SUBAWARDS FUNDED IN WHOLE OR IN PART BY THE  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUB. L. NO. 111-5**

**1. Definitions**

- a. "ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
- b. "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
- c. "ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); the awarding federal agency; or, the Rhode Island Office of Economic Recovery and Reinvestment (OERR).
- d. "Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan subaward to a Sub-Recipient.
- e. "Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a subgrantee or a borrower. For the purposes of ARRA reporting, Contractor is either a Sub-Recipient or a Recipient Vendor under this Contract.
- f. "Prime Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.
- g. "Recipient Vendor" means a Vendor that receives ARRA Funds from a Prime Recipient.
- h. "Subcontractor" means any entity engaged by Contractor to provide goods or perform services in connection with this contract.
- i. "Sub-Recipient Vendor" means a Vendor that receives ARRA Funds from a Sub-Recipient.
- j. "Sub-Recipient" means a non-Federal entity receiving ARRA Funds through a Prime Recipient to carry out an ARRA funded program or project, but does not include an individual that is a beneficiary of such a program. The term " Sub-Recipient" is intended to be consistent with the definition in OMB Circular A-133

and section 2.2 of the June 22, 2009 OMB Reporting Guidance.<sup>1</sup> A Sub-Recipient is sometimes referred to as a subgrantee.

- k. "Supplemental Terms and Conditions" means these Supplemental Terms And Conditions For Contracts And Subawards Funded In Whole Or In Part By The American Reinvestment Recovery Act Of 2009, Pub. L. No. 111-5, as may be subsequently revised pursuant to ongoing guidance from the relevant federal or State authorities.
- l. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the project or program funded by ARRA. The term "Vendor" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance.

## **2. General**

- a. To the extent this Contract involves the use of ARRA Funds, Contractor shall comply with both the ARRA Requirements and these Supplemental Terms and Conditions, except where such compliance is exempted or prohibited by law.
- b. The Contractor acknowledges these Supplemental Terms and Conditions may require changes due to future revisions of or additions to the ARRA Requirements, and agrees that any revisions of or additions to the ARRA Requirements shall automatically become a part of the Supplemental Terms and Conditions without the necessity of either party executing or issuing any further instrument and shall become a part of Contractor's obligations under the Contract.. The State of Rhode Island may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. Conflicting Terms**

Contractor agrees that, to the extent that any term or condition herein conflicts with one or more ARRA Requirements, the ARRA Requirements shall control.

## **4. Enforceability**

Contractor agrees that if it or one of its subcontractors or sub-recipients fails to comply with all applicable federal and State requirements governing the use of ARRA funds, including any one of the terms and conditions specified herein, the State may withhold or suspend, in whole or in part, funds awarded under the program, recover misspent funds, or both. This provision is in addition to all other civil and criminal remedies available to the State under applicable state and federal laws and regulations.

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<sup>1</sup> Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009, M-09-21 (June 22, 2009), available at [http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf).

5. **Applicability to Subcontracts and Subawards**

Contractor agrees that it shall include the Supplemental Terms and Conditions set forth herein, including this provision, in all subcontracts or subawards made in connection with projects funded in whole or in part by ARRA, and also agrees that it will not include provisions in any such subcontracts or subawards that conflict with either ARRA or the terms and conditions herein.

6. **Availability of Funding**

Contractor understands that federal funds made available by ARRA are temporary in nature and agrees that the State is under no obligation to provide additional State-financed appropriations once the temporary federal funds are expended.

7. **Inspection and Audit of Records**

Contractor agrees that it shall permit the State and its representatives, the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to:

- i. Examine, inspect, copy, review or audit any records relevant to, and/or involve transactions relating to, this agreement, including documents and electronically stored information in its or any of its subcontractors' or sub-recipients' possession, custody or control unless subject to a valid claim of privilege or otherwise legally protected from disclosure; and
- ii. Interview any officer or employee of the Contractor regarding the activities and programs funded by ARRA.

8. **Registration Requirements**

- a. **DUNS Number Registration.** Contractor agrees: (i) if it does not have a Dun and Bradstreet Data Universal Numbering System (DUNS) Number, to register for a DUNS Number within 10 business days of receiving this Contract; (ii) to provide the State with its DUNS number prior to accepting funds under this agreement; and (iii) to inform the State of any material changes concerning its DUNS number.
- b. **Central Contractor Registration.** To the extent that Contractor is a Sub-Recipient, it agrees: (i) to maintain a current registration in the Central Contractor Registration (CCR) at all times this agreement is in force, (ii) to provide the State with documentation sufficient to demonstrate that it has a current CCR registration, and (iii) to inform the State of any material changes concerning this registration.
- c. **FederalReporting.gov Registration.** To the extent that Contractor is a Sub-Recipient, it agrees: (i) to register on FederalReporting.gov within 10 business days of receiving this subaward; (ii) to maintain a current registration on

FederalReporting.gov at all times this agreement is in force; (iii) to provide the State with documentation sufficient to demonstrate that it has a current registration on FederalReporting.gov, and (iv) to inform the State of any material changes concerning this registration.

**9. Reporting Requirements under § 1512 of ARRA**

- a. Contractor agrees to provide the State with data sufficient to fulfill the State's ARRA reporting requirements within the timeframes established by State or federal law, regulation or policy, including but not limited to section 1512 reporting requirements.
- b. To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than \$25,000, it agrees to report directly to the Federal government the information described in section 1512(c) of ARRA using the reporting instructions and data elements available online at FederalReporting.gov, and ensure that any information that is prefilled is corrected or updated as needed. Information from these reports will be made available to the public.
- c. To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than \$25,000, it accepts delegation of reporting responsibility of FFATA data elements required under section 1512 of ARRA for payments from the State. Sub-Recipient shall utilize the federal government's online reporting solution at www.FederalReporting.gov. Reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by ARRA.
- d. To the extent that Contractor is a Sub-Recipient with a Subaward having an initial total value of less than \$25,000, but is subsequently modified to exceed \$25,000, Contractor agrees that subsections (b) and (c) above apply after the modification.

**10. Buy American Requirements under § 1605 of ARRA**

- a. Contractor agrees that, in accordance with section 1605 of ARRA, it will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. In addition to the foregoing Contractor agrees to abide by all regulations issued pursuant to section 1605 of ARRA.
- b. Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in section 1605 of ARRA and federal regulations issued pursuant thereto.

**11. Wage Rate Requirements under § 1606 of ARRA**

- a. Contractor agrees that it will comply with the wage rate requirements contained in section 1606 of ARRA, which requires that, notwithstanding any other provision of law, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Rhode Island is available at <http://www.gpo.gov/davisbacon/ri.html>.
- b. Contractor agrees that it will comply with all federal regulations issued pursuant to section 1606 of ARRA, and that it will require any subcontractors or sub-recipients to comply with the above provision.

**12. Required Jobs Data Reporting under § 1512(c)(3)(D) of ARRA**

- a. Contractor agrees, in accordance with section 1512(c)(3)(D) of ARRA and section 5 of the June 22, 2009 OMB Reporting Guidance (entitled "Reporting on Jobs Creation Estimates and by Recipients"), to provide an estimate of the number of jobs created and the number of jobs retained by ARRA-funded projects and activities. In order to perform the calculation, the Contractor will provide the data elements listed in sub-section (b) below.
- b. Contractor agrees that, no later than two business days after the end of each calendar quarter, it will provide to the State the following data elements using a form specified by the State:
  - i. The total number of ARRA-funded hours worked on this award.
  - ii. The number of hours in a full-time schedule for a quarter.
  - iii. A narrative description of the employment impact of the ARRA funded work. This narrative is cumulative for each calendar quarter and at a minimum, shall address the impact on the Contractor's workforce and the impact on the workforces of its subcontractors or sub-recipients.
- c. Contractor agrees that, in the event that the federal government permits direct reporting of section 1512(c)(3)(D) jobs data by sub-recipients or vendors, it will directly report jobs data to the federal government, consistent with any applicable federal law, regulations and guidance.

**13. Segregation of Funds**

- a. Contractor agrees that it shall segregate obligations and expenditures of ARRA funds from other funding it receives from the State and other sources, including other Federal awards or grants.
- b. Contractor agrees that no part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments in support of projects and activities expressly authorized by ARRA.

**14. Disclosure pursuant to the False Claims Act**

Contractor agrees that it shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

**15. Disclosure of Fraud, Waste and Mismanagement to State Authorities**

Contractor shall also refer promptly to the Rhode Island Department of Administration, Department of Purchases, any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with funds appropriated under ARRA.

**16. Prohibited Uses of ARRA Funds**

- a. Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement for any casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or similar projects.
- b. Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement in a manner inconsistent with any certification made by the Governor or any other State official pursuant to the certification requirements of ARRA, which are published online at <http://www.recovery.ri.gov/certification/>.

**17. Whistleblower Protection under §1553 of ARRA**

- a. Contractor agrees that it shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that he or she reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to covered funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds; (4) an abuse of authority related to the implementation or use of covered funds; or (5) a violation of law, rule, or



regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

- b. Contractor agrees to post notice of the rights and remedies available to employees under section 1553 of ARRA.

**Please note that the State will strictly enforce compliance with all ARRA Requirements and these Supplemental Terms and Conditions. Accordingly, all Contractors should familiarize themselves with these Supplemental Terms and Conditions as well as all ARRA Requirements as they relate to this Contract.**