Rhode Island Airport Corporation

December 27, 2013

REQUEST FOR PROPOSALS

ON-CALL AIRPORT PLANNING SERVICES

CONTRACT NO. 25238

Approved by:

Dan Porter
Vice President, Planning

Approved by:

Jeffrey P. Goulart
Manager of Finance & Administration

I. INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking experienced airport planning consultant firms to provide on-call services for airport planning. The type of airport planning services required may include, but are not limited to:

A. Master planning;
B. System planning;
C. Environmental planning;
D. Financial planning;
E. Project planning;
F. Strategic planning.

It is anticipated that the services of the one or more firms selected through this Request for Proposal (RFP) will be utilized for projects associated with the planning and development of the six airports operated by RIAC. The firms selected by RIAC under this RFP may be utilized for a one-year period with the option to extend the contract annually, up to a maximum of three years, at RIAC's sole discretion. Once selected, RIAC reserves the right to determine if any of the firms are utilized during the contract period.

II. REPRESENTATIVE PROJECTS

The tasks listed below are provided to give a general overview of the planning services which may be required during the contract period. All parties are advised that some of the services may not be utilized or required. RIAC reserves the right to initiate additional or alternative procurement action for any projects or services listed in this request. Determinations on the final project will be made solely by RIAC. The final scope of work, for any task, will be prepared in consultation with the selected consultant, RIAC, and where applicable, the Federal Aviation Administration (FAA).

A. Conduct planning to update elements of an Airport System Plan;
B. Conduct planning to update elements of an Airport Master Plan;
C. Prepare Airport Layout Plan (ALP) Reports and update ALP;
D. Conduct environmental studies and/or environmental assessments to support project planning and implementation;
E. Conduct project planning needed to implement specific projects, and/or support the Capital Improvement Program (CIP);
F. Provide miscellaneous planning services to support RIAC staff for, but not limited to:
    1. Responses to information requests;
    2. Presentations;
    3. Graphics; and,
    4. Coordination with other ongoing efforts.

RIAC will provide the following assistance to the selected consultant(s):

A. Designate a RIAC Project Manager for all projects.
B. Permit access to prior studies and available RIAC electronic files as deemed necessary.
C. Permit access to appropriate RIAC officials for interviews.
D. Permit access to airports accompanied by knowledgeable RIAC representatives.

III. REQUEST FOR PROPOSALS REQUIREMENTS

A. RIAC requires that the responding consultants keep the statement to less than twelve (12) double sided 8 ½ x 11 pages, excluding an Executive Summary, which should not exceed 2 double-sided pages, and resumes (one page, single-sided). The consultant must list all DBE firm(s) indicating proposed participation and area of involvement by each firm.

B. Proposing consultant shall submit one (1) electronic (thumb/flash drive only accepted) and four (4) printed copies of the proposal to:

Office of Procurement
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road, 3rd Floor
Warwick, RI 02886-1533

Attn: On-Call Services for Airport Planning Services – Contract No. 25238

C. The proposal must be submitted no later than 4:00 p.m., January 24, 2014, local time. Late submissions will not be accepted. Questions concerning this RFP should be directed, via email, to procurement@pvdairport.com. RIAC's responses to questions concerning this RFP may be shared with prospective proposers to ensure equal awareness of important facts and details.

RIAC accepts no financial responsibility for any costs incurred by a consultant in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC prior to being hired. The proposals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting a proposal, the consultant 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.

RIAC reserves the right to interview some, all or none of the consultants responding to this RFP based solely on its judgment as to the consultant(s) 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 consultant may withdraw their submittal for at least ninety (90) days after the time and date set for submission.

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 for the consulting services.

Once selections are completed, RIAC will negotiate and execute Professional Services Agreements (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.

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

D. The Statements of Qualifications and Experience shall include the following:

1. **Qualification of Firm(s):** Provide relevant information about the qualifications and capabilities of the firm(s) to perform the planning services as outlined in this RFP. List recent experience for the variety of planning projects which this selection process is requiring. Include any experience at RIAC. Please provide at least three current references, including address, phone number and email address.

2. **Capability of key staff to perform the required planning services:** Provide an overall management or organizational chart for the firm. Include background, experience, professional registration and current workload of all proposed key staff that could potentially be involved with planning project(s) that could be assigned. It is important to make judgments on flexibility due to the variety of airport planning tasks that could be assigned by RIAC. Provide a one page single sided resume for any critical proposed staff members. Clearly indicate past performance of the key staff on similar project(s).

3. **Firm(s)' familiarity with, and proximity to, the geographic location of the project:** Indicate the office location(s) where the work will be performed and responsiveness to requests by RIAC to participate at meetings at RIAC administrative offices and/or airports.

4. **Compliance with Laws and Regulations:** Consultant must indicate that it will comply with all applicable Federal, State and Local regulations and laws, including:

   a. An Affirmative Action Program and the 9.45% overall Disadvantaged Business Enterprise (DBE) program goal established for this solicitation. Individual Task Orders may vary.

   b. Appropriate certificates and licenses as required to practice the subject services within the State of Rhode Island.

IV. EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee, which will be seeking to distinguish which respondent has, through the appropriate combination of several criteria, the unique abilities to best successfully perform the required services to the satisfaction of RIAC. While some criteria may be ranked higher than others in the selection process, the respondent that achieves the highest overall ranking will be considered the top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria:

1. The quality and extent of the firm's experience and expertise in system and airport planning projects. (40 points)

2. The qualifications of the team and/or individuals who would be primarily responsible for providing services to RIAC. (40 points)

3. Local management structure for the proposed operation inclusive of experience and qualifications of any proposed sub-consultants. (10 points)

4. Provide a brief statement why you feel your firm is particularly suited to respond to on-call planning projects (10 points)

5. A statement to the Team's overall DBE commitment will be made and a determination as to the Team's responsiveness shall be made on a yes/no basis.

Selection of the firm(s) will be based on the above criteria, without reference to cost, fees or man-hours. The firm shall not include or make reference to cost, fees or man-hours in any portion of the proposal.

V. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

In accordance with Title 49, CFR.26, it is RIAC's policy to provide DBEs the opportunity to compete and/or participate in the performance of RIAC contracts. A preliminary DBE participation goal of 9.45% has been established for this contract and should be assumed within the context of your submission. However, this goal may change and will be specifically assigned under each task order assigned under this contract. The selected Team will, as necessary, complete DBE reporting requirements.

VI. STANDARD PROFESSIONAL SERVICE AGREEMENT

RIAC's standard PSA is attached hereto and incorporated herein by this reference. RIAC expects the proposer to execute this form of PSA. Any exceptions to the terms of the PSA **must** be noted on the form provided. RIAC reserves the right to accept, reject or modify any exceptions noted.

VII. INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

a. General Liability limits of $1,000,000 per occurrence.

b. Motor Vehicle Liability Insurance with limits of $1,000,000 per occurrence.

c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.

d. Umbrella Liability limits of $10,000,000 excess of $1,000,000 primary layer for airfield construction services, otherwise $5,000,000.

e. Errors and Omissions coverage with minimum limits of $1,000,000 per occurrence.

RIAC, the State of Rhode Island and AECOM 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.

VIII. FEDERAL CONTRACT REQUIREMENTS

Procurements made under the Airport Improvement Program (AIP) shall comply with required Federal provisions established by law and statutes. The requirements for Professional Services (consultant) 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;

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the recipient deems appropriate;

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;

49 CFR Part 20 – 49 CFR Part 18.36/FAA Order 5100.38;

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.

IX. ADDITIONAL REQUIREMENTS

Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of $5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27). Forms may be obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904, (401-222-2056).

Major State Decision-Maker

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a $5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

(i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;

(ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and

(iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Exceptions to Professional Services Agreement

I, _____, _____, of _____
(Name) (Title) (Company)

certify that I have no exceptions to the Professional Services Agreement as presented for work associated with ***(RFP No. 25238 – On-Call Planning Services)***

_____ _____
SIGNATURE OF PROPOSER DATE

OR

I, _____, _____, of _____
(Name) (Title) (Company)

request the following exceptions to the Professional Services Agreement as presented for work associated with **(*RFP No. 25238 – On-Call Planning Services)***

_____

_____

_____

_____

_____

_____

_____

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_____

_____ _____
SIGNATURE OF PROPOSER DATE

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 CONSULTANT NAME AND ADDRESS)**, (hereinafter referred to as "CONSULTANT") 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, CONSULTANT represents that it is experienced and has the authority to enter into agreement and capability to perform such SERVICES;

NOW THEREFORE, the parties do mutually agree as follows:

1. ENGAGEMENT OF CONSULTANT

RIAC hereby engages CONSULTANT and CONSULTANT 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 CONSULTANT with the following in a timely manner: (i) 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 CONSULTANT to perform the SERVICES; (ii) written notice whenever RIAC becomes aware of any information that affects the scope or timing of CONSULTANT'S SERVICES, or any defect in the CONSULTANT SERVICES; and (iii) access to all public and private property as necessary for the performance of the work to be undertaken by CONSULTANT 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 effective unless agreed to in writing by both RIAC and CONSULTANT. 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

CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

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

7. SUBCONSULTANTS

(a) Without limiting the ability of CONSULTANT to hire subconsultants or subcontractors in accordance with this AGREEMENT, RIAC shall have the right to require CONSULTANT to engage subconsultants or subcontractors (reasonably acceptable to CONSULTANT) 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 CONSULTANT proposes to engage a subconsultant or subcontractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each subconsultant or subcontractor performing the task and a detailed description of the work to be performed by each subconsultant or subcontractor. Reference to any subconsultant or subcontractor in an approved Task Order executed in accordance with this AGREEMENT shall be deemed written approval by RIAC of the subconsultant or subcontractor, but only insofar as and to the extent that the work to be performed by the subconsultant or subcontractor is described in such Task Order.

(c) Except as authorized above, none of the services to be provided by CONSULTANT pursuant to this AGREEMENT shall be subcontracted 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) CONSULTANT shall enter into a written agreement with each such subcontractor or subconsultant pursuant to which each such subcontractor or subconsultant 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, CONSULTANT shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). CONSULTANT shall use reasonable efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant and subcontractor 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, CONSULTANT shall provide a written report setting forth the efforts undertaken by CONSULTANT 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 CONSULTANT.

9. INDEMNIFICATION

(a) To the fullest extent permitted by law, CONSULTANT agrees to defend, indemnify and hold RIAC, the state of Rhode Island, and/or their respective current and former agents, officers, officials, directors, and, employees 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 and expenses to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses including without limitation, attorneys' fees and court costs and expenses

are caused by (or in the case of the duty to defend are alleged to be caused by) (i) failure of the CONSULTANT, or the CONSULTANT's officers, employees, agents, representatives, subconsultants, or subcontractors to properly perform SERVICES, or (ii) the negligent or willfully tortious or unlawful acts, errors or omissions of CONSULTANT, CONSULTANT's officers, employees, agents, representatives, subconsultants, or subcontractors.

(b) The CONSULTANT's indemnity and defense obligation under Section 9(a) shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of this AGREEMENT for a period equal to the statute of limitations for any action which could be brought against RIAC, the state of Rhode Island or their respective agents, officers, directors and employees and shall continue through the duration of any such action brought during the applicable time periods.

(c) In claims against any person or entity indemnified under this Section 9 by an employee of the CONSULTANT or its subcontractor, subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. WAIVER OF DAMAGES

Notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, neither RIAC nor the state of Rhode Island, nor their respective agents, parent or subsidiary corporations, affiliates, shareholders, investors, directors, officers, employees, representatives, attorneys or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this AGREEMENT, or termination thereof, or any failure of performance

related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence.

11. DISPUTE RESOLUTION

(a) In the event of a dispute between RIAC and CONSULTANT 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 fifteen (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 fifteen (15) calendar day period, RIAC, in its sole discretion, thereafter, shall select either binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association, or State or Federal court seated in Rhode Island and having jurisdiction over such matter, as the next forum for dispute resolution. In the event that CONSULTANT is the party continuing to press a dispute not resolved in accordance with Section 11(a), RIAC shall make the foregoing forum determination within ten (10) business days of a written request from CONSULTANT. CONSULTANT consents to the personal jurisdiction of State or Federal courts seated in Rhode Island.

(c) The provision of Section 11 shall survive expiration or earlier termination of this AGREEMENT.

12. DOCUMENTS PROPERTY OF RIAC

All documents, data, plans, reports and other materials prepared by CONSULTANT 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 CONSULTANT has such capability); provided, however, that CONSULTANT shall have the right to retain copies of such documents and other materials for its records.

13. DATA TO BE FURNISHED TO CONSULTANT

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 CONSULTANT, without charge by RIAC, in a timely manner. RIAC shall coordinate with and assist CONSULTANT in obtaining all other information necessary to carry out the SERVICES.

14. COORDINATION BETWEEN RIAC AND CONSULTANT

(a) Continuing coordination and communication shall be maintained between CONSULTANT 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 CONSULTANT shall direct all correspondence, progress reports, requests for information or assistance and other materials.

(b) The CONSULTANT's designee, identified on the applicable Task Order, shall serve as the representative of CONSULTANT for the SERVICES and he/she or another CONSULTANT staff member acceptable to RIAC shall attend all meetings upon the reasonable request of RIAC.

15. PERSONNEL

CONSULTANT 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 CONSULTANT to perform the SERVICES shall be considered employees of CONSULTANT, not RIAC. Any of CONSULTANT's personnel or those of its subcontractors or subconsultants, specifically identified in a Task Order are considered essential to performance and may not be removed or replaced without the prior approval of RIAC. All personnel employed or engaged by CONSULTANT shall possess the necessary skills for performance under this AGREEMENT. CONSULTANT will at all times enforce proper discipline and good order among the personnel under its control or supervision.

16. 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

17. COMPENSATION

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

18. 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 CONSULTANT in accordance with monthly invoices to be submitted by CONSULTANT. 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 consultant mark-up will be allowed for subcontractor services.

(d) From the total of the amount determined by RIAC to be payable on an invoice, CONSULTANT 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 CONSULTANT invoiced amounts within thirty (30) days after the date RIAC 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.

19. 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 CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to RIAC, and RIAC shall pay CONSULTANT 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.

20. 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:	Kelly J. Fredericks, P.E., A.A.E. President and CEO Rhode Island Airport Corporation T. F. Green Airport 2000 Post Road Warwick, RI 02886
With copy to:	General Counsel Rhode Island Airport Corporation T. F. Green Airport 2000 Post Road Warwick, RI 02886
To CONSULTANT:	(ENTER CONSULTANT 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.

21. FINDINGS CONFIDENTIAL

Except as required by law, CONSULTANT 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 CONSULTANT 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 CONSULTANT in connection with this AGREEMENT shall be made available to any other individual or organization by CONSULTANT without prior written approval of RIAC.

22. ASSIGNABILITY

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

23. NO THIRD-PARTY RIGHTS

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

24. NO JOINT VENTURE

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

25. NONDISCRIMINATION

CONSULTANT 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.

26. AVAILABILITY OF RECORDS

CONSULTANT shall keep full, complete, and accurate books and records, showing all of its receipts and expenses pertaining to work related to this contract. Records include, but are not limited to, time and expense records. CONSULTANT shall, at all times, provide and maintain, in a true and accurate manner, and in accordance with General Accepted Accounting Principles ("GAAP"), such accounts, books, records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of CONSULTANT's receipts and expenses in accordance with GAAP and generally accepted auditing standards.

27. 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 CONSULTANT for SERVICES performed under this AGREEMENT shall be construed as a waiver of any rights under this AGREEMENT.

28. APPLICABLE LAWS

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

29. 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.

30. 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.

31. AUDITS

RIAC shall have the right, through its representatives, and at all reasonable times, to inspect, examine, copy, and audit such books and records and all documents related to any work that falls under this contract. The originals of all such records and documents shall be made available to RIAC at the airport during the contract term. CONSULTANT will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RIAC's inspection in printed form, for a period of not less than three (3) years following the latter of final payment for services, or contract completion.

32. FAA REQUIRED CLAUSE

CONSULTANT, by execution of this AGREEMENT certifies that:

(a) CONSULTANT 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) CONSULTANT has not knowingly entered into nor shall CONSULTANT enter into any contract or subcontract for these SERVICES with a subcontractor that is a citizen or national of a foreign country on said USTR list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

(c) CONSULTANT has not procured nor shall CONSULTANT 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 USTR 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 CONSULTANT knowingly procures or subcontracts for the supply of any products or services 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) CONSULTANT agrees, by executing this AGREEMENT, it will incorporate this provision for certification without modification in each subcontract issued hereunder. CONSULTANT may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

(f) CONSULTANT shall provide immediate written notice to RIAC if CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. CONSULTANT's contracts with subcontractors shall require each subcontractor to provide immediate written notice to CONSULTANT 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 CONSULTANT 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 consultant 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.

33. CAMPAIGN FINANCE COMPLIANCE/MAJOR STATE DECISION-MAKER

CONSULTANT certifies by the execution of this AGREEMENT that it is in full compliance with Rhode Island General Laws Chapter 27 of Title 17 and Chapter 14 of Title 36.

34. 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.

35. 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	**CONSULTANT**
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Exhibit "A"

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 **____(day) of _____, 20XX** 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 CONSULTANT NAME)** ("CONSULTANT").

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

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

LIST DELIVERABLES

Section B. – Schedule

CONSULTANT 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 CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed $, payable according to the following terms:

ENTER PAYMENT TERMS OR CROSS EXHIBIT D TO AGREEMENT

Section D. – Subconsultants

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced subconsultants 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 CONSULTANT NAME)**
By: _____	By: _____
Name: Kelly J. Fredericks, P.E., 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 **_____(day) of _____, 20XX,** 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 CONSULTANT NAME)** ("CONSULTANT").

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

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

LIST DELIVERABLES

Section B. – Schedule

CONSULTANT 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 CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed $, inclusive of expenses, payable according to the terms set forth on Exhibit D to the AGREEMENT.

Section D. – Subconsultants

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced subconsultants 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 CONSULTANT NAME)**
By: _____	By: _____
Name: Kelly J. Fredericks, 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. CONSULTANT shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. CONSULTANT 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 CONSULTANT, 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 subconsultants and subcontractors engaged hereunder.

3. CONSULTANT (and all subconsultants 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 CONSULTANT's NAME) ("CONSULTANT")** 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 subconsultant 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, CONSULTANT 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, CONSULTANT will only proceed when RIAC provides written notice to do so.

4. Invoices are due on the 10th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Office Of Procurement
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886-1533

ATTACHMENT 'D-1'

FEE SUMMARY

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.

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.
- Consultants 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.

Expenses that will be **disallowed** may include, but are not limited to the following:

- Unreasonable expenses, including meals, tips, lodging and transportation.
- Late fees, interest and/or finance charges due to untimely payments.
- Expenses submitted without a receipt.
- Expenses submitted with only credit card receipts.

- Mileage over and above the lesser of; mileage from CONSULTANT Rhode Island offices to T. F. Green or mileage from a CONSULTANT's employee's home to T. F. Green.
- RIAC will only reimburse for either gas or mileage, not both.
- Lease of vehicles without detailed supporting documentation.
- Badging deposits paid to RIAC.
- Any licensing and/or training fees for CONSULTANT's employees.
- Minimum order charges for recurring expenses.
- Expenses that are not specified for and/or associated to the Project, such as Annual Independent Audits.
- Tips and taxes that are not reduced by the cost of alcohol.