



Rhode Island Airport Corporation

August 23, 2013

**REQUEST FOR PROPOSALS
OBSTRUCTION REMOVAL PROGRAM
AT
T.F. GREEN AIRPORT
CONTRACT NO. 25111**

APPROVED:



Paul R. McDonough, P.E.
Vice President of Engineering

APPROVED:



Jeffrey Goulart
Manager of Finance and Administration

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking proposals for airport consulting services for the preparation of design drawings, technical specifications, construction cost estimates, general administration, and bidding phase services for an Obstruction Removal Program at T. F. Green Airport (PVD). The selected consultant would likely provide construction administration and resident inspection services for the assignment.

REQUEST FOR PROPOSALS REQUIREMENTS

RIAC requires that the respondents keep the proposal to a maximum of ten double sided 8 ½ x 11 pages, not including resumes (one page, single sided), project sheets, dividers or cover letter (2 pages max.). Please note that the minimum font size shall be 12-point.

Project schedules and graphics/drawings may be submitted on 11"x17" sheets, single-sided, which shall be counted as two pages.

Proposing firm shall submit one electronic and ten printed copies of the proposal to:

Mr. Jeffrey Goulart, Manager of Finance and Administration
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886-1533

Attn: T. F Green Obstruction Removal Program - Contract No. 25111

The proposal must be submitted no later than **4:00 p.m., September 27, 2013**, Eastern time. Late submissions will **not** be accepted. Questions concerning this RFP should be directed to Jeff Goulart, Manager of Finance and Administration, in writing, via fax (401) 691-2560, or e-mail at jgoulart@pvdairport.com no later than **4:00 p.m., September 6, 2013**. RIAC responses to questions concerning this RFP may be shared with each responsive, proposing firm to ensure equal awareness of important facts and details.

After the date of publication of this RFP consulting firms may not contact RIAC or the Program Manager's Staff for information pertaining to this solicitation.

- Deadline to submit questions 4:00 p.m., September 6, 2013
- RIAC's response to questions September 13, 2013
- Proposals due 4:00 p.m., September 27, 2013

RIAC accepts no financial responsibility for any costs incurred by a firm in responding to this RFP, participating in oral presentations, or meeting 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 firm certifies that it has fully read and understands the RFP, has full knowledge of the scope 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 firms responding to this RFP based solely on its judgment as to the firm's proposals and capabilities. RIAC reserves the right to request and consider additional information from submitters and to reject any and all submittals on any basis without disclosing the reason.

RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend or waive any provision of this RFP, to the full extent permitted by law, prior to the issuance of a contract for the consulting services.

SCOPE

While the qualification selection is for design and potential construction administration and resident engineering services, the architect/engineers's (A/E's) contract, initially, shall consist of the design and bidding services only for this project. The A/E's contract obligations, at RIAC's discretion, may be amended to include construction phase services.

The primary intent of this project is to have the Runway 5 and 23 approaches clear of obstructions to allow for the commissioning of Runway 5-23 by December 7, 2017. Additionally, the Runway 16-34 approaches will be clear of obstructions as part of this assignment.

The selected consultant will use available photogrammetric survey, aeronautical study, property information, and other pertinent information to be provided by RIAC, or its consultants, to prepare the required documents. In general the consultant's scope will include:

Design Phase Services

- Develop Obstruction Analysis for FAA protected surfaces and approaches for:
 - Existing surfaces and approaches for RWYs 16 and 23
 - Proposed surfaces and approaches for RWYs 5 and 34
- Develop alternatives to mitigate penetrations and near penetrations (within 10') to FAA protected surfaces;
- Develop Aeronautical Study based on RIAC's preferred alternative;
- Develop communication strategy, including graphics and presentation materials for Aeronautical Study;
- Design Obstruction Removal/Management project based on FAA Determination;

- Prepare Environmental Assessments based on design;
- Prepare necessary permit application documentation based on design; and
- Prepare bid documents.

The final deliverables shall consist of construction contract documents, which shall be complete and shall set forth in detail all requirements for civil, structural, mechanical, electrical, site work and approvals for obstruction removal or lighting.

Bidding Phase Services

- Provide Bid Phase services including pre-bid meeting, prepare response to questions and necessary addenda, review submitted bids, and prepare bid evaluation documentation including Recommendation to Award.

Construction Phase Services (Optional)

- Develop Communication Strategy for Obstruction Management;
- Monitor Construction Activities (Resident Engineer) to include weekly construction meetings and weekly updates/status reports to RIAC;
- Provide Construction Administration including maintaining construction documents and FAA required documentation;
- Prepare and submit 7460-2 (as necessary);
- Certify surfaces are clear using new aerial mapping(data must conform to FAA AC 150/5300-18B and be uploaded to AGIS); and
- Prepare project close out documentation.

SUBMITTAL CRITERIA

The proposal shall include the following items which will assist in the evaluation:

1. Statement of Project Understanding - In a narrative format, provide your general understanding of the project as broadly outlined in other sections of this request. Identify any potential challenges or special concerns that may be encountered. Provide a draft schedule from the Notice to Proceed until the surfaces are cleared and certified in the following runway order: 5, 23, 34, 16.
2. Technical Approach - Provide a technical approach for completing the project.
3. Management Approach - Provide an overall Management Plan and Organizational Chart for the project. Discussion should include, but not

limited to, project organization, assignment and duties of key staff, and coordination/communication procedures with RIAC and other entities, as necessary. The Organizational Chart shall only show staff (one person per discipline) that will be committed to performing work assignments on this project.

4. Qualification of Firm(s) - Provide relevant information about the qualifications and capabilities of the A/E to perform the project. List recent relevant experience with similar projects (include year of project completion). Provide a minimum of three recent, non-RIAC, references that indicate the A/E's reputation for personal and professional integrity and competence. Project Sheets shall be up to two pages per project and shall identify a maximum of five projects completed by the prime and sub consultants in the last five years. Each Project Sheet shall include project name and description; list of Team members involved; list of proposed key personnel that worked on the project and their respective roles. Project Sheets shall include:
 - Firm's Role in the project (prime or sub-consultant);
 - Owner's Name, organization and Project Management for this assignment;
 - Provide Owner's Project Manager contact information;
 - Provide Disadvantaged Business Enterprise (DBE) actual vs. goal usage assessment;
 - Photograph of the project;
 - Contract design commencement date;
 - Contract design completion date;
 - Construction Start & Substantial Completion dates;
 - Engineer's Construction Cost Estimate at Bid;
 - Low Bid Amount; and
 - Final Construction Amount, if different, with explanation why.
5. Resumes of Proposed Key Staff - Provide a one page resume for the Project Manager, and lead for each discipline (for example: Airside Civil, Electrical/NAVAIDS, Drainage, Permitting, etc. (maximum of 5 people)), including applicable licenses, qualifications and relevant experience. Only list proposed staff members, and their respective roles, that will be committed to this assignment. Provide an Organizational Chart.
6. Compliance with Laws and Regulations – The A/E must indicate that it will comply with all applicable Federal, State and Local regulations and laws, including an Affirmative Action Program and the 9.45% Disadvantaged

Business Enterprise (DBE) program goal established for this contract. The A/E must list proposed DBE firms with certification numbers and expiration dates, indicating proposed percent participation and area of involvement by each firm, as necessary.

7. Other information deemed relevant by the A/E firm.

EVALUATION CRITERIA

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

1. The quality of the proposed Team's understanding of the nature and challenge of the proposed project. (20 points)
2. The quality of the Team's technical approach to the project elements and ability to identify potential problematic items that could affect the opening / commissioning of the Runway 5 extension by the end of December 7, 2017. (25 points)
3. The quality of the Team's Management Plan and Communication Plan will be assessed for completeness under this evaluation criteria item. (15 points)
4. Demonstrated success in uploading aeronautical surveys completed in accordance with FAA AC 150/5300-18B into the AGIS. (25 points)
5. The overall expertise and experience of the Team assembled to accomplish this project and the ability to coordinate closely with RIAC's Program Manager on all items of work. (15 points)
6. 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 A/E will be based on the above criteria, without reference to cost, fees or man-hours. The A/E shall not include or make reference to cost, fees or man-hours in any portion of the proposal.

RIAC reserves the right to interview some, all, or none of the firms responding to this RFP based solely on its judgment as to the firms(s)' proposals and capabilities.

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 million excess of \$1,000,000 primary layer for airfield services, otherwise \$5,000,000.
- e. Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence.

RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of the Professional Liability and Worker's Compensation insurance.

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 DBE participation goal of 9.45% has been established for this contract. The selected Proposer will, as necessary, complete DBE reporting requirements.

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.

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.

- END OF RFP -

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

By _____
Title _____
Date _____

RHODE ISLAND AIRPORT CORPORATION

By _____
Title _____
Date _____

ATTEST

By _____
Title _____
Date _____

CONSULTANT

By _____
Title _____
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.