

REQUEST FOR PROPOSALS
TO CONDUCT A NEW ENGLAND GENERAL AVIATION
REGIONAL AIRPORT SYSTEM STUDY

March 9, 2010

I. Introduction

The New England state aviation officials in partnership with Federal Aviation Administration (FAA) are planning to conduct a New England General Aviation Regional Airport System Study. To help conduct the study they are seeking proposals from aviation consultants. The proposal will be utilized to evaluate the consultant's qualifications, abilities and experiences in conducting airport systems planning studies.

For consultants who have an interest in submitting a proposal it is important to note that preliminary discussions with FAA have made it clear this project has numerous administrative and financial challenges that must be resolved prior to consideration for an Airport Improvement Program (AIP) grant in FY-2010. The selected consultant will have a role to assist in the resolution of these issues. Notwithstanding those hurdles the New England aviation representatives, with FAA concurrence, have agreed that issuance of an RFP is an essential first step in the process.

This RFP will provide some background information about the objectives and issues a consultant will be evaluating during the conduct of this study. In preparing a proposal it should be understood the consultant will require some additional research to develop a better understanding of the overall study effort.

II Background

In the fall of 2006 the FAA New England Region, in concert with the New England Airport Directors and New England State Aviation Directors, completed the "*New England Regional Airport System Plan*" (NERASP). This study describes the foundation of a regional strategy for the air carrier airport system to support the needs of air passengers through 2020. To date that strategy document has been instrumental in assisting the investment and development of the primary commercial airport system in New England. Most recently it has been utilized for developing the "purpose and need" in the T.F. Green Airport EIS for airfield development.

During the course of preparing the NERASP the group recognized that ultimately a similar evaluation assessing the New England general aviation (GA) system could also be effective. It could provide state aviation officials with a greater understanding of airport roles and infrastructure investment. At the same time it would provide FAA with an understanding of the "regional" system. With that intent in mind, during 2009 meetings were held between the aviation officials representing the six New England states and the FAA. In addition to developing their ideas they renewed their mutual interest to conduct a New England General Aviation Regional Airport System Study.

II. Objective

The overall objective of the planning study is to conduct an examination of the New England GA airports system through 2030 and with that develop an understanding of

airport roles and infrastructure investment on a regional basis. Ultimately it will help both the states and FAA develop a long range strategy to insure "system sustainability".

Conducting that examination includes an evaluation of the "privately owned – public use" airports that are critical to maintain a balance in the public GA system. For example, some "privately owned – public use" if closed, could impose a demand on a publicly owned airport. Can that demand be accommodated by the public GA system? That issue is a particular concern in the more populated areas of southern New England.

The intent of the final study outcome is a "reader friendly" report, which provides strategies and goals for the GA system as the 2006 NERASP did for the primary commercial airport system. In addition to the final report there will be other deliverables that will provide the technical support necessary to develop the strategy document. The deliverables will be defined during the scoping process.

III. Issues

When the 2006 NERASP study was developed the issues were very identifiable and narrow in scope. A host of previously conducted planning and airport site selection studies provided answers and strategies to the prevailing problems. As a result going into that study we understood:

- The role of each primary commercial service airport and that the role of those airports would not change appreciably.
- The heart of that system in New England was Boston-Logan International Airport (BOS).
- How the passengers designed their trips and why they migrated to BOS a majority of the time in lieu of their local airport.
- The historical data on which the passenger forecast was based was accurately recorded.
- FAA, state and local funding priorities for these airports would sustain their future development.
- A new major airport would not be built in New England in the next 20 – 25 years.

On the other hand the absence of a comprehensive understanding of the issues and accuracy of available data will make this GA assessment a bigger challenge. To identify the approach and scope of services for the GA system study will be more difficult. Some of the questions are:

- What are the Federal goals and parameters influencing the New England general aviation system today?
- Is the existing system of publicly owned GA airports in New England adequate to meet the general aviation demand through 2030?
- What roles are the existing GA airports playing and are they serving an appropriate role relative to their geographic location?
- Do the airports in the system currently have the facilities to service their respective role?
- Are the airport master plans for the GA public system consistent with the role of the airport?
- Is there an excess of GA airports in the system?
- Can State/Local and federal government afford to invest and maintain all the public airports in the GA system? (Are they sustainable?)

- What existing “public use - private owned” airports must be preserved to ensure the viability of the public system? What must be done to ensure they continue as private airports?
- Are there any military airports in New England that should be considered for joint civil use?
- Are there weaknesses in the GA system? What are they? What needs to be done to overcome them?
- Should the NPIAS parameters be reconsidered in assessing the New England GA system?
- Is there a difference in assessing the need by state boundary versus a regional boundary?
- What are the challenges in creating a system without state boundaries?
- What can be learned by the operation of certain airports versus the operation of others?
- What are the differences in funding aviation and aviation program administration among all the New England States in the system?
- What can be done to promote the strength of the NE GA system as a transportation need versus a common perception that it is only a haven serving a recreational need?

You should fully expect that many of these questions will be restated, as well as, a host of other questions raised before the scope of work is finalized.

IV. Approach

Given the unique nature of this study there is no preconceived notion by the Project Team as to the approach this evaluation should take. It could be influenced in great part by the consultant proposals. It will continue to evolve during the scoping process. Ultimately the project team will finalize and manage the approach.

V. Assumptions

The development of the proposal will be influenced by the following assumptions:

- The primary source of inventory information maybe the respective existing State Airport Systems Plans and individual Airport Master Plans.
- Existing and future airport roles will be defined by NPIAS nomenclature.
- It is recognized that some airports, albeit defined as commercial service (CS) airports will also have a primary GA role for their respective service area. Therefore they will be considered in this GA study.
- NPIAS parameters will be used to assess GA service areas.
- Forecasts scenarios and methodology will be identified in the scoping process.
- All forecasts will be reviewed and approved by FAA before moving on to the next relevant task.
- Although “system deficiencies” will be noted, we do not expect to develop a “wish-list” of project needs by airport (Master Plans do this).
- The critical environmental issues impacting New England GA airports will be identified on a system basis. The study does not include an environmental analysis on an individual airport basis.
- For funding and analytical reasons a phased approach to this study may be appropriate.

- Finally, it is anticipated that assessment will not be conducted as a typical state System plan.

The assumptions will be discussed, redefined and/or added to during the scoping process.

VI. Coordination

Given the unique nature of the project, the complexity of the technical program and political sensitivity of some issues, it will be essential to ensure that the coordination component of the study is carefully thought out and managed. The consultant proposal must include suggestions to accomplish this task. The coordination and communication effort to insure transparency in this overall planning process will be finalized during the scoping process as a separate work element.

VII. Proposal Requirements

The Consultant proposal must respond to the following RFP criteria:

1. Project Approach
 - a. Provide your approach to conducting this New England General Aviation Regional Airport System Study.
 - b. Show how project coordination will be achieved for this multi-jurisdictional planning study.
 - c. Provide the experience and qualifications of the firm(s) ability to conduct unique and challenging "regional/state airport system studies". Be specific as to why you consider your experience is more than just typical airport system planning. Include examples how the study team worked to develop the approach and deliverables to respond to this RFP. If you plan to use sub-consultants, include their information.
 - d. Provide an organizational chart. Identify the Project Manager and study team members, as well as their responsibilities to conduct study tasks.
 - e. Identify aviation planning experience of the study team members.
 - f. List office locations.
 - g. Reflect the commitment to ensure maximum utilization of Disadvantaged Business Enterprises (DBE's).
 - h. Provide a timeline to complete the individual work tasks. Provide a brief outline how you will manage the project schedule and your ability to handle the current workload. In addition, if the study was to be phased how would you recommend the phasing to be accomplished effectively?
 - i. Provide an answer to the following question: *"If you were a State Airport Director, what would you consider a critical GA study issue (exclusive of those noted in Section III of the RFP) and why is it important? How would you scope the study to address the issue?"*

The consultant is encouraged to develop their understanding of the New England aviation system issues. Keep in mind there is no specific format at this point in the process. Moreover, as the process evolves an answer to one issue may invoke a new concern.

Like the 2006 NERASP, this effort will also be breaking some new grounds in how we approach airport system planning. It will also receive some attention at a national

level. Therefore, it is anticipated that some "out of the box" thinking is an essential element in preparing your approach to respond to this RFP.

2. Submission

The Proposal will be limited to 30 pages (excluding company qualifications and experience and team member resumes) and prepared in 12 point font. Each proposal shall be submitted in a sealed envelope, clearly marked Request for Proposals to "Conduct a New England General Aviation Regional Airport System Study" and sent to:

Beth Tetreault, C.P.M.
Procurement Specialist
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886

The study team reserves the right to waive any irregularities and technical defects. The study team reserves the right to modify, amend, or waive any provisions of this RFP, prior to the issuance of a contract. The Study Team reserves the right to reject any and all proposals.

3. Schedule

The following schedule is only an estimate

- Consultant Proposal submitted by COB: April 20, 2010
- Consultant Interviews by: May 16, 2010
- Consultant Selection by: May 21, 2010
- Scoping Meeting with FAA by: May 28, 2010.
- Consultant Draft Scope of Services by: May 28, 2010.
- A final AIP Grant application to FAA by: May 28, 2010.

4. Confidentiality

The information contained in proposals submitted for the Study Team's consideration will be held in confidence until all reviews are concluded and the award notification has been made. At that time, the full content of the proposals becomes public record and is therefore available for public inspection upon request.

5. Cost of Preparation

Proposer assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

6. Clarification

All requests for clarification and or additional information must be submitted in writing (via e-mail to jferns@dot.state.nh.us, and vscarano@pvdairport.com

SUBJECT: Clarification to "GA Regional Airport System Study" no later than 5:00 p.m. on April 12, 2010. Responses to applicable general questions will be posted on

the www.pvdairport.com website as they are received, but no later than 5:00 p.m. on April 16, 2010.

VIII. Evaluation Criteria

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

Proposed Study Approach Reflects an Understanding of the Study Objectives	30
Team Experience and Qualification Reflects Ability to do Airport System Planning	25
Response to RFP Question	10
Experience & Qualifications of Project Manager	10
Performance at Interview Process	20
DBE Commitment	5

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

When appropriate, responses to requests, as well as any Study Team initiated changes, will be provided to all prospective proposers in writing as amendments to the RFP and will be placed on the website noted above. IT WILL BE THE PROPOSER'S RESPONSIBILITY TO CHECK THE REFERENCED WEBSITE FOR ANY NEW AMENDMENTS. (Note: The Proposer must include references to all amendments on their responses to this RFP.)

PROFESSIONAL SERVICES AGREEMENT. While it is still unclear in what manner the contracting process will be managed. The attached Professional Services Agreement will apply to any and all contracts entered into with The Rhode Island Airport Corporation. Any exceptions to the terms and conditions included in this PSA must be noted in your submission.

Project Team Members

Name	Represents	Address
Jack Ferns, Project Manager	Director, Aeronautics, Rail & Transit NH Department of Transportation	PO Box 483 7 Hazen Drive Concord NH 03307
Vincent Scarano, Project Coordinator	Rhode Island Airport Corporation Aviation Planning Consultant	T.F Green Airport 2000 Post Rd Warwick, RI 02886
Tricia Lambert	Bureau Administrator NH Department of Transportation	PO Box 483 7 Hazen Drive Concord NH 03307
Steve Korta	State Aviation Administrator CT Dept of Transp. Office Aviation & Ports	251 Maxim Road Hartford CT 06114
Margaret "Peggy" Duval	Deputy Chief, Bureau of Transportation Systems Planning ME Dept of Transportation	Child Street 16 State House Sta Augusta, ME 04333
Stacie Haskell	Bureau of Transportation Systems Planning ME Department of Transportation	Child Street 16 State House Sta Augusta, ME 04333
Chris Willenborg	Administrator, Aeronautics Division MA Department of Transportation	One Harborside Drive Suite 205N E. Boston, MA 02128
Kevin Dillon	President and CEO, Rhode Island Airport Corporation	T.F Green Airport 2000 Post Road Warwick RI 02886
Ann Clarke, Member	Vice Pres. Planning, Engineering & Environment, Rhode Island Airport Corp.	T.F Green Airport 2000 Post Rd. Warwick, RI 02886
Richard Turner	Aviation Program Administrator VT Agency of Transportation	National Life Drive Drawer 33 Montpelier VT 05633
LaVerne Reid	Airports Division Manager, FAA ANE-600	12 New England Exec. Park Burlington, MA 01803
Bryon Raykoff	Planning & Programming Br., FAA Manager ANE-610	12 New England Exec. Park Burlington, MA 01803
Michel Hovan	Safety & Engineering Br. FAA Manager ANE-620	12 New England Exec. Park Burlington, MA 01803

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 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 following in a timely manner: (i) place, at **CONSULTANT'S** disposal, all available information in its possession pertinent to the SERVICES, including previous reports, drawings, specifications or any other data as may be reasonably required by CONSULTANT to perform the SERVICES; (ii) give prompt written notice to CONSULTANT 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) obtain, on behalf of CONSULTANT, 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 made 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. SUB-CONSULTANTS

- (a) Without limiting the ability of CONSULTANT to hire sub-consultants or sub-contractors in accordance with this AGREEMENT, RIAC shall have the right to require CONSULTANT to engage sub-consultants or sub-contractors (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 sub-consultant or sub-contractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each sub-consultant or sub-contractor performing the task and a detailed description of the work to be performed by each sub-consultant or

subcontractor. Reference to any sub-consultant or subcontractor in an approved Task Order executed in accordance with this AGREEMENT shall be deemed written approval by RIAC of the sub-consultant or sub-contractor, but only insofar as and to the extent that the work to be performed by the sub-consultant or sub-contractor 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 sub-contracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of RIAC, such approval to be at RIAC's sole discretion.
- (d) CONSULTANT shall enter into a written agreement with each such sub-contractor or sub-consultant pursuant to which each such sub-contractor or sub-consultant 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 sub-consultant and sub-contractor work under this AGREEMENT in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this AGREEMENT is **(ENTER DBE GOAL IN WORDS) (Nos %)**.
- (b) On a monthly basis, in such form as RIAC may require, 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

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

10. DISPUTE

- (a) In the event of a dispute between RIAC and 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 15 calendar days of notice, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- (b) Should such negotiation or mediation fail to resolve the dispute within an additional 15 calendar day period, the parties may agree to pursue resolution of the dispute by arbitration in accordance with the Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any State or Federal court seated in Rhode Island and having jurisdiction over such matter. CONSULTANT consents to the personal jurisdiction of such courts.
- (c) Unless this AGREEMENT is otherwise duly terminated, during the pendency of any dispute, the parties shall continue to fulfill their respective obligations hereunder.

11. DOCUMENTS PROPERTY OF RIAC

All documents, data, plans, reports and other materials prepared by 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.

12. 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.

13. 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.

14. 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.

15. TIME IS OF THE ESSENCE

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

16. COMPENSATION

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

17. METHOD OF PAYMENT

- (a) The specific method of payment for SERVICES to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit “D” or as separately established by Task Order. RIAC shall pay 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’s Executive Vice President deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 15th of the month or the next business day should the 15th of the month fall on a weekend or State of Rhode Island recognized holiday. Invoices shall be accompanied by supporting documentation as required by RIAC.

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

- (a) This AGREEMENT may be terminated by either party upon written notice in the event of default under this AGREEMENT by the other party; provided, however, the non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.
- (b) RIAC may terminate or suspend performance of this AGREEMENT for RIAC's convenience upon written notice to 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.

19. NOTICES

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

TO RIAC: Kevin Dillon, A.A.E.
President/CEO
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886

TO: (ENTER 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.

20. 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.

21. 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 expressed written consent of the other party hereto and any attempted assignment in contravention of this provision shall be void and of no effect.

22. NO THIRD-PARTY RIGHTS

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

23. NO JOINT VENTURE

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

24. 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.

25. AVAILABILITY OF RECORDS

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

26. NO WAIVER

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

27. APPLICABLE LAWS

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

28. SEVERABILITY

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

29. GOVERNING LAW

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

30. AUDITS

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

31. 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 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 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 produce of service of a foreign country on the said list for use under this AGREEMENT, the Federal Aviation Administration (FAA) may direct, through RIAC, cancellation of the contract at no cost to the FAA or RIAC.
- (e) 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 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.

32. ENTIRETY

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

33. CAPTIONS

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

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

ATTEST

By _____

Title _____

Date _____

ATTEST

By _____

Title _____

Date _____

RHODE ISLAND AIRPORT CORPORATION

By _____

Title _____

Date _____

CONSULTANT

By _____

Title _____

Date _____

SAMPLE TASK ORDER

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

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

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

LIST SUB-CONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced sub-consultants 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: Kevin Dillon, A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit “B”

TASK ORDER No. 1

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

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

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

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced sub-consultants 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: Kevin Dillon, A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit “C”

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

INSURANCE REQUIREMENTS

1. 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 non-responsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all sub-consultants and sub-contractors engaged hereunder.
3. CONSULTANT (and all sub-consultants 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 sub-consultant 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 15th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

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

ATTACHMENT 'D-1'

ATTACHMENT 'D-2'

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

1. 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.