



Rhode Island Airport Corporation

April 30, 2009

CONTRACT LABOR SERVICES

RFP 23246

Bruce Wilde
Chief Human Resources Officer

Jason Doyle
Corporate Controller

PURPOSE

The Rhode Island Airport Corporation (RIAC) invites all interested parties to submit proposals to provide temporary personnel to meet the needs and requirements of RIAC's supplemental work force, which includes Accounting, Administrative, Information Technology, Maintenance, and Skilled Labor employees. Respondents are asked to submit a proposal containing their qualifications and work plan detailing how they approach filling temporary positions.

PROPOSAL SUBMISSION

Proposals will be received at the RIAC offices of:

Rhode Island Airport Corporation
Office of Administration and Finance
Beth Tetreault, C.P.M., Procurement Specialist
T. F. Green Airport, 3rd Floor
2000 Post Road
Warwick, RI 02886-1533

One (1) original, one electronic copy, and five (5) printed copies of the proposal must be submitted not later than May 21, 2009 at 2:00 P.M. EST at the above office. The Rhode Island Airport Corporation may identify a short list of qualified firms that may be asked to make presentations the week of May 25, 2009.

Evaluation of proposals will include an assessment of the firm's competence and general experience, the ability of the firm's personnel and facilities to perform tasks expeditiously and past performance with respect to quality of work and cost.

Responses must be limited to twenty (20) pages, ten (10) double sided, including any lists, charts or graphs, excluding the cover page. Every page of the proposal, except the cover page and section titles or divider pages, must be numbered.

RIAC accepts no financial responsibility for any costs incurred by a firm in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC prior to being hired. The proposals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting a proposal, the firm certifies that it has fully read and understands the RFP, has full knowledge of the Scope of Services 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) qualifications and capabilities. RIAC reserves the right to reject any or all submittals, to request

and consider additional information from Proposers, and to reject any and all proposals on any basis without disclosing the reason. No firm may withdraw their proposal for at least ninety (90) days after the time and date set for submission.

RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend, or waive any provisions of this RFP, prior to the issuance of a contract for the consulting services.

Once selections are completed, RIAC will negotiate and execute Professional Services Agreements (PSA) with an initial term of one year with up to two additional one year options at RIAC's sole discretion. RIAC's standard PSA is attached hereto and incorporated herein by this reference. RIAC expects the successful firm to execute this form of PSA. Any exception to the terms of the PSA must be noted in the firm's submission. RIAC reserves the right to accept, reject or modify any exceptions noted. These agreements will allow RIAC to contract on an as-needed and/or task-by-task basis.

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

SCOPE OF SERVICES

GENERAL DESCRIPTION

The Contractor will assist the Human Resources Department in providing temporary personnel to meet the needs and requirements of RIAC's supplemental work force, which includes Accounting, Administrative, Information Technology, Maintenance, and Skilled Labor employees. Also, other temporary staffing services may be requested from time to time. The Contractor shall provide the personnel in the numbers required by RIAC to perform assigned tasks and work on a standard and/or overtime basis. The people furnished by the Contractor as temporary labor shall be referred to as "Contract Employees" and shall work under the direct supervision of RIAC.

- Services to be provided will include the following:
 - Placement of temporary Accounting personnel. Accounting personnel includes, but is not limited to, the following roles: accounting clerks, accounting supervisors and management employees.
 - Placement of temporary Administrative personnel. Administrative personnel includes, but is not limited to, the following roles: administrative assistants, receptionists and administrative supervisory and management employees.
 - Placement of temporary Information Technology personnel. Information Technology personnel includes, but is not limited to, the following roles: Information Technology specialists, supervisors and management employees.
 - Placement of temporary Maintenance and Skilled Labor personnel. Maintenance and Skilled Labor personnel includes, but is not limited to, the following roles: Building Maintenance Technicians, HVAC Technicians, Plumbers, Electricians and Airfield Maintenance Technicians, supervisors and management employees.
 - Payroll Services. Payroll Services will be used when RIAC identifies a candidate that the Contractor will use to fill a temporary position at RIAC.
 - Other temporary services that RIAC from time to time that may be deemed necessary.

REQUIREMENTS

- The Contractor must be a full-service labor contracting agency offering in-house temporary personnel services.
- The Contractor must have demonstrated experience in working with temporary personnel services for the types of employees that firm is proposing to offer.

- The Contractor agrees to document that they initiated E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Contractor is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed.
- The Contractor agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice. Consultant must document that they use E-Verify for all new employees and will not verify only certain employees selectively. The Contractor agrees not to use E-Verify procedures for re-verification, or for employees hired before the date of this agreement.

EVALUATION CRITERIA

Respondents should complete the Pricing Information form for the personnel and payroll services classifications for which they are interested in providing the resources and expertise to meet the required needs. Respondents need not propose “mark-up” percentages for classifications of personnel and payroll services that they are not interested in servicing. Respondents should provide a mark-up percentage for any classification for which they wish to be considered. Respondents should insure that their proposals included the following:

1. A summary of the Contractor’s experience and Qualifications. Please insure that this summary adequately covers the Contractor’s experience and qualifications for the personnel classifications that the Contractor is proposing to offer its services. This must identify all key personnel who will be assigned to this RIAC and their relevant experience.
2. The proposed work plan. This plan should address how the Contractor approaches its daily routine of providing temporary personnel. Again, this section should address the specific personnel classifications that Contractor is proposing to offer.
3. Completed “Mark-up percentage” form. Respondents need not propose mark-up percentages for all classifications of personnel and payroll services. Respondents must provide a mark-up percentage for any classification for which they wish to be considered and have the resources and expertise to meet the required needs.

RIAC reserves the right to select multiple firms for each personnel and payroll services classification to utilize under the term of the contract.

All proposals will be evaluated on a weighted scoring criteria based on the following categories.

1. Contractor Experience/Qualifications.
2. Proposed Work Plan.
3. Pricing/Proposed Mark-up.

INSURANCE REQUIREMENTS

- A. The Consultant shall be prepared to carry and maintain in full force and effect for the duration of any contract, and any supplements thereto, the insurance specified below. The consultant will be expected to submit to RIAC a certificate of insurance indicating the existence of the coverage required at the time of contract negotiations for a specific project or service. Should insurance coverages not be documented by the Consultant at time of contract negotiations, RIAC has and maintains the right to consider the firm non-responsive, and to terminate contract negotiations, if necessary.
- B. The Consultant shall ensure that insurance shall be provided by or on behalf of all sub-consultants to cover services performed under any contract, and included in all subcontracts. The Consultant shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and approved by RIAC for the consultant and any sub-consultant proposed for the project.
- C. The Consultant shall provide and maintain, at his own cost, the following minimum insurance:
 - a. Motor Vehicle Liability Insurance with limits of \$1,000,000.
 - b. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
 - c. General Liability limits of \$1,000,000 per occurrence.
 - d. Umbrella Liability limits of \$10 million excess of \$1,000,000 primary layer for airfield construction inspection services, otherwise \$5,000,000
 - e. On all policies of insurance, RIAC, the state of Rhode Island and/or its designated representative shall be named as additional insured, except for Errors and Omissions insurance and Worker's Compensation.

Pricing Information in Words and Numbers

RIAC will agree upon a set rate that the temporary employee will be paid on case-by-case basis. Proposals, stated below, should represent the mark-up percentage for each classification as defined above. If you do not wish to provide a rate for a specific classification please mark the form n/a and Not Applicable.

Firm cost multipliers expressed as a mark-up percentage (%) per “Accounting” specifications.

_____ Per Cent (%)

_____ Per Cent (in words)

Firm cost multipliers expressed as a mark-up percentage (%) per “Administrative” specifications.

_____ Per Cent (%)

_____ Per Cent (in words)

Firm cost multipliers expressed as a mark-up percentage (%) per “Information Technology” specifications.

_____ Per Cent (%)

_____ Per Cent (in words)

Firm cost multipliers expressed as a mark-up percentage (%) per “Maintenance/Skilled Labor” specifications.

_____ Per Cent (%)

_____ Per Cent (in words)

Firm cost multipliers expressed as a mark-up percentage (%) per “Payroll Services” for “Accounting, Administrative, and Information Technology” specifications.

_____ Per Cent (%)

_____ Per Cent (in words)

Firm cost multipliers expressed as a mark-up percentage (%) per “Payroll Services” for “Maintenance/Skilled Labor” specifications.

_____ Per Cent (%)

_____ Per Cent (in words)

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 (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
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 _____

Exhibit "B"

TASK ORDER No. 1

ENTER TYPE OF SERVICES
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.

Exhibit B-1

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
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 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
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:

Accounts Payable
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.