



Rhode Island Airport Corporation

June 14, 2013

REQUEST FOR PROPOSALS

FOR

GLYCOL MANAGEMENT SERVICES T. F. GREEN AIRPORT CONTRACT NO. 25028


Kendra Beaver
Environmental Compliance Officer


Jeffrey Goulart
Purchasing Agent

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking Proposals from qualified firms to operate the glycol management program at T. F. Green Airport (PVD), Warwick, RI, and potentially, Quonset Airport (OQU), North Kingstown, RI for the 2013/2014 deicing season (10/01/13 – 04/30/14).

REQUEST FOR PROPOSALS REQUIREMENTS

RIAC prefers that the respondents keep the proposal to less than twelve double sided (24 single-sided) 8 ½ x 11 pages, not including resumes or bid form.

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

Ms. Laurie A. Sirois
Grants and Contracts Administrator
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886-1533

Attn: Glycol Management Services – Contract No. 25028

The proposal must be submitted no later than **4:00 p.m., Tuesday, July 2, 2013**, Eastern time. Late submissions will **not** be accepted. Questions regarding this RFP should be directed to Laurie Sirois, Grants and Contracts Administrator, in writing via e-mail at lsirois@pvdairport.com no later than **4:00 p.m., Tuesday June 25, 2013**. RIAC responses to questions regarding this RFP may be shared with each responsive, proposing firm to ensure equal awareness of important facts and details.

RIAC accepts no financial responsibility for any costs incurred by a firm in either 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. No firm may withdraw their submittal for at least 120 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 provision of this RFP, prior to the issuance of a contract.

The term of the Professional Services Agreement (PSA) will be for one year commencing September 1, 2013.

SCOPE

Interested firms are requested to submit proposals that clearly indicate the extent to which all requirements of the statement of Project Scope will be fulfilled, including but not limited to staff experience, recent relevant experience, and the firm's role relative to the various project requirements. Each proposal must include, as a minimum, the following:

- Firm's experience with similar projects;
- Experience of key personnel to be assigned to the project including detailed resumes for each individual;
- Proposed project staffing;
- Detailed Work Plans which substantiate the firm's understanding of the project requirements (including staffing and use of existing equipment) and specify how the firm will fulfill requirements in the Statement of Project Scope; and
- Detailed pricing as specified.

The glycol management programs entail the following:

A. T. F. Green Airport

The selected Firm will be responsible for meeting the requirements of the existing glycol program.

1. Existing Program

RIAC's continuing efforts at PVD to reduce the discharges of storm water potentially impacted by aircraft deicing fluid (ADF) and anti-icing Fluid (AAF) is described in the Collection Program Operating procedures (Attachment A) and it's annual Deicing Management Program Plan (published annually in September).

Deicing activities occur primarily in two locations: the terminal ramp and the cargo ramp however, deicing may occur from time to time at secondary deicing locations. The existing glycol program involves catch basin inserts and operating mobile collection equipment; mobile collection units (MCUs) and Glycol Recovery Vehicle (GRV) owned by RIAC and operated by the Firm and vacuum trucks provided by the Firm; to collect stormwater impacted with spent ADF/AAF with concentrations equal to or greater than 1% propylene glycol.

All collection of fluids and collected fluids are the responsibility of the Firm, including proper handling and disposal of residuals from the treatment

process. All fluids and residual materials collected are required to be processed, shipped, or disposed of reaching zero inventory levels prior to June 30, 2014, unless otherwise approved by RIAC.

a. Minimum Goals

At a minimum, the selected Firm will be required to preclude any discharge of storm water runoff to the site drainage system that has a concentration equal to or greater than 1% propylene glycol and establish procedures intended to achieve an annual collection efficiency of 41% or greater. This efficiency is measured by comparing the total volume of ADF/AAF applied (converted to glycol) to the volume of glycol collected.

b. Collection Equipment

At a minimum, the selected Firm shall operate RIAC provided mobile collection units: one GRV, two tractor tow-type "Ramp Ranger" T1800 MCUs, and one tractor tow-type "Ramp Ranger" T750 MCU. In addition, the selected Firm is required to provide a minimum one GRV (or equivalent) and at least 80 hours additional vacuum truck support (for ponding). The selected Firm shall provide its own vehicle(s) for supervision and escort duties and any other vehicles that may be required and are not provided by RIAC. (See Attachment B RIAC provided equipment list)

c. Mechanical Support

Due to the severe weather conditions in which all equipment must operate, the selected Firm must have the ability to perform mechanical repairs on short notice at the airport. The selected Firm shall be responsible for the repair of all glycol management program equipment during the deicing season whether it is owned by RIAC or the selected Firm. The Firm shall minimize any equipment down time and will demonstrate how it will do so in the work plan (described below).

RIAC will provide all equipment parts and consumables associated only with manufacturer specified preventative maintenance for RIAC owned equipment. Otherwise, all parts and consumables shall be provided by the selected Firm. All parts and consumables shall meet all specifications of the equipment manufacturer. The selected Firm shall also complete end of contract term cleaning, maintenance, and storage of RIAC equipment as recommended by the equipment manufacturer and RIAC's Manager of Airfield Maintenance. Each piece of RIAC owned equipment shall be returned in fully operating condition at the end of season by the selected Firm. This includes final clean out of RIAC-owned tanks.

Indoor storage of equipment and office space is not provided and may be arranged at the expense of the selected Firm.

d. Catch-Basin Insert Management

RIAC has a total of 67 manually operated valved catch basin inserts in the storm water collection system in the primary deicing areas along the passenger and cargo ramps. The selected Firm shall maintain a daily log of catch basin insert operations. Catch basin inserts are to remain closed during collection activities. During collection activities associated with precipitation, the selected Firm shall routinely monitor and record the concentration of glycol above the inserts. Should a basin be opened, the selected Firm shall record location, date and time opened, duration, and measure and record glycol concentrations when the basin was opened and hourly for the duration until the basin is closed again. The selected Firm shall also record the location and date and time closed.

By October 1, 2013 the selected Firm must ensure that all basin inserts are operational. This shall include proper functioning of seals and actuation mechanisms. This shall also include leak testing which shall consist of flood testing of each basin over a six hour period. Results of leak testing shall be provided to RIAC and shall identify any repairs necessary. The selected Firm is responsible for any necessary repairs.

e. Collected Fluid Storage

The selected Firm shall use seven, 9,500 gallon RIAC owned storage tanks and provide a minimum of two, 21,000 gallon frac tanks for the interim storage on the airfield for spent ADF collected from the various deicing areas. The selected Firm shall ensure a minimum storage capacity of 265,000 gallons exists at all times during the deicing season for collected fluid

Storage tanks shall be located subject to RIAC approval, and shall be placed to maximize recovery efficiency. It will be the selected Firm's responsibility to keep sufficient storage in the airside storage tanks for any, and all deicing events. The selected Firm is responsible for transferring fluids.

f. Recordkeeping

The selected Firm shall maintain legible records that, at a minimum, detail the following:

- Locations and date/times of all catch basin valve openings, closings, and inspections;
- Estimated volume of fluid collected and concentration of glycol in spent ADF collected, including actual volume and

concentration off loaded into storage tanks. Logs of collection equipment activity shall include date and time of collection activity by operator/piece of equipment, gates/locations where the load had originated, storage tank where the load was placed;

- Volume of fluid and concentration of glycol in spent ADF stored in all tanks on a daily basis, including recording of transfer operations;
- Volume of fluid and concentration of glycol of product shipped off-site and identification of ultimate destination/disposition of fluids; and
- Ultimate disposal location and volumes of all residuals.

The selected Firm shall be responsible for the following reports and records:

- Prepared and Maintained by Firm: Supervisor Storm Checklist, Daily Operations Report, Daily Tank Inventory Log, Collection Equipment Operator Log, Catch Basin Operation Log, Tank Transfer Log, and Year End Report (developed by selected Firm summarizing the season's activity).
- Prepared by Firm and Submitted to RIAC: Snow Plan Advisory, Storm Event Summary, Weekly Collection Activity Report, and Monthly Tank Inventory Report. The Firm shall also provide copies of bills of lading, manifests, or other documentation accounting for volumes of fluid shipped, estimated concentrations of glycol per shipment, and estimated total volume of fluid (expressed as glycol) shipped.

2. Environmental

The selected Firm is responsible for compliance with applicable federal, state and local requirements, including, but not limited to Rhode Island Pollutant Discharge Elimination System (RIPDES) permit, RI0021598.

B. Quonset Airport

The selected Firm shall be responsible for providing glycol fluid management storage, removal and disposal/re-use at OQU. RIAC shall be responsible for ensuring that a glycol storage tank (minimum 10,000 gal) is located on site by December 1, 2013. RIAC shall also be responsible for the collection of spent ADF at OQU and transfer to the RIAC-owned tank located at OQU. The selected Firm shall be responsible for maintaining sufficient storage capacity in the tank, which may require removal of fluid during the season. The selected Firm shall be responsible for all fluid stored in the tank. Fluid shall be processed, shipped, or otherwise managed in accordance with applicable federal, state and local requirements. The Firm is responsible for ensuring the RIAC owned tank at OQU is empty and cleaned no later than

June 1, 2014. The Firm shall also provide copies of bills of lading, manifests, or other documentation accounting for volumes of fluid shipped, estimated concentrations of glycol per shipment, and estimated total volume of fluid (expressed as glycol) shipped.

TYPE OF CONTRACT

Base price (not to exceed) plus fixed unit cost for additional services as necessary.

COMMENCEMENT AND PROSECUTION OF THE WORK

The selected Firm must be prepared to commence work no later than September 1, 2013. All necessary equipment must be on location and serviceable by October 1, 2013 and at the commencement of deicing operations. Collected ADF fluids and residuals must be at zero inventory by June 30, 2014, unless otherwise approved by RIAC.

PERFORMANCE BOND/SURETY

A performance bond or letter of credit in an amount equal to the annual contract amount will be kept in force for the term of contract.

WORK PLANS

A. T. F. Green

Interested firms must provide a detailed Work Plan as to how it will achieve the existing program requirements for spent ADF collection, storage, processing, managing of residuals, and ultimate disposition of collected fluids (disposal, reclamation, or processing for secondary marketing).

B. Quonset

Interested firms must provide a detailed Work Plan as to how it will manage fluids in the RIAC-owned tank at OQU. This shall include how the Firm intends to manage collected fluids (processing or disposal).

DETAILED PRICING

Interested firms must provide detailed pricing on the form provided by RIAC (Attachment C) as well as reflecting expected unit costs in the Detailed Work Plan.

SUBMITTAL CRITERIA

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

- Firm's experience with similar projects;
- Experience of key personnel to be assigned to the project including detailed resumes for each individual;
- Proposed project staffing;
- Detailed Work Plans which substantiate the firm's understanding of the project requirements (including staffing and use of existing equipment) and specify how the firm will fulfill requirements in the Statement of Project Scope; and
- Detailed pricing as specified.

EVALUATION CRITERIA

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

- Complete response
- Demonstrated Overall Qualifications (including financial capability)
- Demonstrated Experience in Glycol Management Services
- Technical evaluation of Work Plan
- Overall Price

INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000 per occurrence.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$10,000,000 excess of \$1,000,000 General Liability limits for airfield services, otherwise \$5,000,000.

- e. Errors and Omissions Coverage 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 Errors and Omission (Professional Liability) and Worker's Compensation insurance.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The firm must indicate that it will comply with all applicable Federal, State and Local regulations and laws, including Affirmative Action and the Disadvantaged Business Enterprise programs.

STANDARD PROFESSIONAL SERVICE AGREEMENT

RIAC's standard PSA is attached hereto and incorporated herein by this reference. RIAC expects the selected respondent 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 -

Exceptions to Professional Services Agreement

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

certify that I have no exceptions to the Professional Services Agreement as presented for work associated with **(RFP 25028 – Glycol Management – T. F. Green Airport)**

SIGNATURE OF RESPONDENT

DATE

OR

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

request the following exceptions to the Professional Services Agreement as presented for work associated with **(25028 – Glycol Management – T. F. Green Airport)**

SIGNATURE OF RESPONDENT

DATE

TF Green Airport Collection Program Operating Procedures 2012-2013

I. Overall collection goals

EQ to collect all spent ADF greater than 3% glycol concentration and achieve an annual collection efficiency of 41%.

II. Seasonal Collection program operating schedule

EQ will staff glycol recovery from Oct. 1, 2012 to April 30, 2013.

III. Location and operation of catch basin valve inserts

In an effort to maximize spent aircraft deicing fluid recovery and to meet storm water permit criteria, EQ will manage catch basin inserts installed throughout the airport.

EQ shall operate this system as follows:

1. Prior to any aircraft de-icing event (both precipitation and non-precipitation), each valve in the area of deicing activity will be closed. EQ will record daily operations of catch basin inserts and provide a weekly report to RIAC Environmental.
2. No valve will be opened to the storm drainage system if the fluid retained by the insert contains 3% or greater of glycol.

The only exception to point (2) is in the event that precipitation accumulates in an area to the point that it interferes with airline and / or airport ramp operations. In such cases, the valve may be opened at the direction of RIAC Operations for a period of time sufficient to remedy the situation but must be closed again at the point to achieve the overall collection goals. EQ will record all catch basin insert operations and provide information in the Weekly Collection Report.

Prior to deicing operations EQ shall inspect and flood test all catch basin inserts. EQ shall submit a report to RIAC Environmental no later than October 15, 2012 providing the results. EQ shall ensure Airport Operations has at least one complete set of functioning tools to open or close catch basin inserts.

IV. Dry and wet weather operating procedures

Deicing operations are identified in two ways, Non-precipitation Deicing Events (Dry), and Precipitation Deicing Events (Wet).

1. Non-precipitation De-icing

Frost/spot de-icing events occur at the Primary Deicing Areas. EQ will monitor all areas where ADF is applied during such events and collect any visible liquid, regardless of concentration.

- Supervisor checks forecast and if frost anticipated, schedules an AM operator

- All drain inserts are checked at least 12 hrs prior to deicing to ensure they are closed and operating properly.
- Unless otherwise specified, staff onsite at 6 AM, supervisor coordinates recovery efforts.
- Collect at all spray areas (GRV).
- Wash down (GRV) all gate areas after collection if weather conditions allow.

2. De-icing Operations in Precipitation:

These events will occur in both the Primary and Secondary deicing locations during periods associated with precipitation (i.e. snow, freezing rain, etc.).

- Supervisor monitors weather forecasts.
- If event anticipated, storm advisory sent to RIAC. Manpower and equipment plan outlined.
- Supervisor goes through pre-storm checklist.
- Event staffed so that GRV and two MCUs operated and Supervisor on the field coordinating recovery. The Supervisor shall ensure additional support (vacuum truck) is available and on-site as necessary to relieve ponding.
- EQ Staff will be in at 5AM or at a minimum of one hour prior to expected commencement of deicing.
- Supervisor delegates gate assignments throughout event to control priority areas first.
- Supervisor, with Airport operations assistance, monitors deicing activities on the Cargo/Commuter/Corporate ramp area.
- Supervisor continually samples drain inserts and records PG concentrations.
- During ponding conditions, the EQ supervisor ensures that all glycol greater than 3% glycol is collected.
- If the fluid detected above the insert is less than 3%, the EQ Supervisor will take three additional readings to confirm prior to opening.
- When ponding/flooding condition is alleviated as directed by Airport Operations, the valve is immediately closed if deicing persists. ALL insert opening and closing are recorded and reported.
- Upon completion of operations, The EQ Supervisor will complete the Storm Summary and submit to RIAC within 24 hours.

EQ has the objective to maximize the volume of spent de-icing fluid collected. EQ will coordinate and interact with the designated RIAC staff and Airport Operations, to control all manpower and equipment resources in order to facilitate the recovery operation in a safe, timely, and efficient manner. EQ intends to use the GRV and two MCUs in precipitation events. Vacuum truck support will be used as necessary. EQ Supervisory staff will monitor all areas and the collection equipment will be dispatched as required.

The final determination for collection equipment utilization will depend on the amount of precipitation and severity of the weather. Supervisory staff will patrol the AOA and direct recovery as required by the snow or ice event.

V. Operation and Maintenance of GRV/MCUs

EQ will operate one GRV and two MCUs supplied by the airport. EQ operators will be required to operate the GRV and MCUs in confined areas but will remain at least 25 feet from aircraft at all times. EQ will always conduct operations in a manner that meets or exceeds all of RIAC safety requirements.

EQ will be responsible for the maintenance of the GRV, MCU, and tractors and will coordinate necessary repairs with RIAC Airfield Maintenance.

VI. Description and management of glycol storage tanks

EQ will utilize five (5) 9,500 gallon RIAC owned storage tanks in addition to 21,000 gallon frac tanks (provided by EQ) on the airfield for the interim storage of spent ADF collected from the various deicing areas. Storage tanks, may be relocated, but shall be placed to maximize recovery efficiency. It will be EQ's goal to keep sufficient storage in these airside storage tanks for any, and all deicing events. EQ shall provide sufficient storage to ensure a minimum of 265,000 gallons (combined) exists for collected fluids.

VII. Recordkeeping forms and procedures

EQ staff completes the following reports to ensure accurate record keeping:

- Daily collection log, Supervisor Storm Check list, Storm event log, Tank Inventory log, MCU Operator log, Catch basin log, Glycol Transfer log.
- The EQ Supervisor shall provide the following reports to RIAC Environmental: Weekly Collection Report, Monthly Collection Report. Snow Plan Advisory shall be prepared and submitted to RIAC Environmental as soon as possible prior to the expected event. Storm Summaries shall be prepared for every Snow Plan Advisory within 24 hours of completion of collection activities. EQ shall prepare an End of Season report summarizing collection efforts and results.

VIII. Fluid Management

EQ will transfer collected fluids off-site and process at the EQ facility in Romulus, Michigan. EQ shall ensure fluids are at zero inventory by June 30, 2013. EQ shall provide RIAC logs of transferred fluids, including estimated volumes and concentrations shipped and received.

IX. Training program for collection personnel

Before any employee is permitted to begin work, he or she must be orientated so as to have complete understanding of company procedures, mandate, and goals. For recovery operations at RIAC, the four main training topics are:

1. Airside Security/Safety and Driver training at RIAC. This training is mandatory to complete for any employee who is to work in the restricted areas of RIAC. The training sessions will be held in a RIAC designated Building, and given by an appropriate officer. Upon completion, the employee will receive an airside restricted area pass and security code, which will give him or her airside access. The pass remains the property of RIAC, and must be visible on the holder at all times while airside.
2. GRV and MCU Training. All operators are to be given detailed training on the collection units before they are allowed to operate the unit on the aircraft apron. Training will be conducted by competent company trainers with emphasis on safety considerations and vehicle limitations.
3. Spill Contingencies. Each employee must be familiar with the information in EQ's Spill Contingency Plan. This plan outlines the step-by-step procedure to follow in the event of an unplanned and /or uncontrolled release of contaminated liquid. In any event, report all spills to RIAC Airport Police Dispatch at 401.691.2247 or 401.737.7789
4. Auxiliary Duties. All employees shall receive additional training including, but not limited to; catch basin valve management, storm water sampling and testing, storage tank management, operation of the portable pump, fluid tracking, and reporting. Each employee shall have sufficient guidance and procedural training before attempting any auxiliary duties.

ATTACHMENT B
RIAC Provided Equipment

Existing Storage Capacity:

7 - 9,500-gallon Stormwater storage tanks

Equipment Listing (See Attachments)

1. Descriptive Literature – Edgewater Ramp Ranger T1800 Collection Unit
2. Descriptive Literature – Edgewater Ramp Ranger T750 Collection Unit
3. Descriptive Literature – Edgewater Isolator™ Catch Basin Inserts
4. Descriptive Literature – Edgewater Scavenger 1X Processor Unit
5. Descriptive Literature – Elgin Glycol Recovery Vehicle (GRV)

**Attachment C
Detailed Pricing
Glycol Management Services
RFP No. 25028**

		Unit Cost	Lump Sum
A	Collection Services		
PVD	Collect fluid associated with Aircraft Deicing/Anti-icing equal to or greater than 1%		
PVD	Operate and maintain RIAC-owned GRV, two T1800 and one T750 Ramp Ranger MCUs		
PVD	Operate and maintain Vendor provided GRV or equivalent		
PVD	Vacuum Truck support (up to 80 hours)		
PVD	Maintain Tanks/Storage Inventory - maintain existing tanks, transfer fluids, provide minimum of 265,000 gallons of storage (combined)		
PVD	Manage Catch Basin Inserts		
PVD	Transfer collected fluid for processing or proper disposal. Provide documentation of shipment or disposal		
PVD	Maintain necessary records and logs. Prepare necessary Reports		
OQU	Transfer collected fluid for processing or proper disposal. Provide documentation of shipment or disposal		
B	Additional Services		
PVD	On-call collection equipment GRV or equivalent (if existing equipment is not operational) [\$/unit/Day]		
PVD	Additional Vacuum Support beyond 80 hours listed above [\$/Hour]		
PVD	Additional Storage beyond listed above (minimum 20,000 gallon capacity unit) includes mobilization, demobilization, and cleaning [\$/unit/Month]		

PVD= TF Green Airport, 2000 Post Road Warwick, RI

OQU= Quonset State Airport, 150 Airport Street, North Kingstown, RI

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 _____

CONSULTANT

By _____

Title _____

Date _____

Date _____

Exhibit “A”

SAMPLE TASK ORDER

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

This Task Order is made as of this _____ (day) of _____, 20XX under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for (ENTER PSA TYPE OF SERVICES), dated (ENTER PSA DATE) (the “AGREEMENT”) between the Rhode Island Airport Corporation (“RIAC”) and (ENTER CONSULTANT NAME) (“CONSULTANT”).

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, “SERVICES”).

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

LIST DELIVERABLES

Section B. – Schedule

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

LIST MILESTONE DATES FOR SCHEDULE

Section C. – Compensation

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ _____, payable according to the following terms:

ENTER PAYMENT TERMS OR CROSS EXHIBIT D TO AGREEMENT

Section D. – Subconsultants

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

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced subconsultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section E. – Proposed Organization

LIST NAME AND TITLE OF PROPOSED STAFF

Section F. – RIAC’s Responsibilities

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

DEFAULT TO CONTRACT TERMS

Section G. – Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ENTER OTHER PROVISIONS

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

RHODE ISLAND AIRPORT CORP.

(ENTER CONSULTANT NAME)

By: _____

By: _____

Name: Kelly J. Fredericks, P.E., A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit “B”

TASK ORDER No. 1

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

This Task Order is made as of this _____ (day) of _____, 20XX, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the “AGREEMENT”) between the Rhode Island Airport Corporation (“RIAC”) and **(ENTER CONSULTANT NAME)** (“CONSULTANT”).

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, “SERVICES”).

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

LIST DELIVERABLES

Section B. – Schedule

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

LIST MILESTONE DATES FOR SCHEDULE

Section C. – Compensation

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ _____, inclusive of expenses, payable according to the terms set forth on Exhibit D to the AGREEMENT.

Section D. – Subconsultants

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

LIST SUBCONTRACTORS AND BUDGET INFORMATION

The CONSULTANT shall ensure that all of the above-referenced subconsultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

Section E. – Proposed Organization

LIST NAME AND TITLE OF PROPOSED STAFF

Section F. – RIAC’s Responsibilities

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

DEFAULT TO CONTRACT TERMS

Section G. – Other Provisions

The parties agree to the following additional provisions with respect to this specific Task Order:

ENTER OTHER PROVISIONS

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

RHODE ISLAND AIRPORT CORP.

(ENTER CONSULTANT NAME)

By: _____

By: _____

Name: Kelly J. Fredericks, A.A.E.

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

Exhibit “C”

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

INSURANCE REQUIREMENTS

1. CONSULTANT shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. CONSULTANT shall submit to RIAC a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by CONSULTANT, RIAC may consider the firm nonresponsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all subconsultants and subcontractors engaged hereunder.
3. CONSULTANT (and all subconsultants and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:

(DEFAULT TO TERMS SPECIFIED IN THE RFP)
4. RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker’s Compensation insurance.

Exhibit “D”

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

FEE ARRANGEMENTS

1. **(ENTER CONSULTANT’s NAME) (“CONSULTANT”)** fee to perform professional services set forth on an approved Task Order in conjunction with the AGREEMENT shall be invoiced on a not-to-exceed, time and materials basis and at the employee’s actual hourly rate, not to exceed the approved billable rates caps (see Attachment “D-1”) used to perform the work, except in the case of a lump sum Task Order.
2. Reasonable out-of-pocket expenses for telephone calls, computer services, transportation and subsistence, reproduction of reports, express delivery and other services and materials, to include subconsultant services will be billed at their actual cost, and in compliance with Attachment “D-2”.
3. Prior to initiating any work for SERVICES under this AGREEMENT, CONSULTANT shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and an fee based on the approved billing rates and reimbursables specified in the AGREEMENT, CONSULTANT will only proceed when RIAC provides written notice to do so.
4. Invoices are due on the 15th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Grants and Contracts Administrator
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.