



February 14, 2018

**REQUEST FOR PROPOSALS  
ANNUAL FINANCIAL AUDIT**

**CONNECTICUT AIRPORT AUTHORITY**

**Request for Proposal No. 2018-004**

**APPROVED:**

  
\_\_\_\_\_  
Kevin A. Dillon, A.A.E.  
Executive Director

**APPROVED:**

  
\_\_\_\_\_  
Laurie A. Sirois  
Purchasing Agent

The Connecticut Airport Authority (CAA) was established via Public Act 11-84 and operates under the provisions of Chapter 267b, sections 15-120aa through and inclusive of 15-120pp of the Connecticut General Statutes. The CAA is a quasi-public entity responsible for managing, operating and developing Bradley International Airport and five general aviation airports (Danielson, Groton-New London, Hartford-Brainard, Waterbury-Oxford and Windham) (collectively referred to herein as the "CAA Airports"), as well as ensuring compliance by those airports and other airports within the State of Connecticut with all federal obligations with respect to those airports. The CAA serves as an economic driver in Connecticut, making the state's airports more attractive to new routes, new commerce, and new companies who may be considering making Connecticut their home.

### **INTRODUCTION**

The CAA is seeking proposals from licensed and qualified accounting firms to prepare independent audits of two primary funds operated by the CAA.

Sealed proposals will be received by submitting them electronically (only) through [www.ebidexchange.com/ctairports](http://www.ebidexchange.com/ctairports). The CAA will not accept proposals in any other manner. Firms must be registered to access the Request for Proposal document in its entirety and to submit a proposal.

### **REQUEST FOR PROPOSALS REQUIREMENTS**

1. Font size shall not be any smaller than Arial 12 point, or equivalent.
2. CAA requires that the respondents keep the proposal to less than ten double sided 8 ½ x 11 pages (20 single sided in total).
3. The following items are not considered part of the proposal page count:
  - Table of contents;
  - Resumes must be no more than one page, single-sided. A maximum of five resumes of key staff;
  - Organizational Chart
  - Dividers;
  - Cover letter (two pages, single-sided maximum). Proposers must include a phone number and e-mail address for the primary point of contact for this RFP.
  - Certificates of Insurance;
  - Required State forms; and
  - Exceptions to PSA Form.
4. Proposals that do not follow these requirements may be deemed non-responsive and disqualified from the selection process.

The proposal must be submitted **no later than 1:00 p.m. March 7, 2018**, Eastern Time. Proposals must be uploaded to [www.ebidexchange.com/ctairports](http://www.ebidexchange.com/ctairports). The official time is the ebidexchange time indicator. No proposals will be able to be posted after the time noted above. **Proposals will not be publicly displayed.** Questions concerning this RFP are due no later than **1:00 p.m., February 28, 2018**.

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.

The CAA 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. The CAA 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. The CAA reserves the right to waive any irregularities and technical defects.

The term of the Professional Services Agreement (PSA) will be for three-years. CAA may issue additional Request for Proposals for individual assignments separate from this solicitation.

#### **POINT OF CONTACT**

The point of contact for all submissions and correspondence regarding this RFP will be the CAA's Purchasing Agent. During the period from advertisement of this RFP and until a contract is awarded, firms shall not contact any employee of the Connecticut Airport Authority concerning this procurement except in writing via the questions link found at [www.ebidexchange.com/ctairports](http://www.ebidexchange.com/ctairports)

#### **INTERPRETATION AND ADDENDA**

No interpretation or clarification regarding this RFP will be made verbally to any Proposer. Requests for interpretation or clarification must be submitted electronically via the link found at [www.ebidexchange.com/ctairports](http://www.ebidexchange.com/ctairports). When submitting a request for interpretation or clarification, Proposers are encouraged to reference the RFP page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated above for the submission of questions. Responses to questions will be provided in the form of an Addendum to the RFP, if the CAA determines it is in its best interest. Any questions received after this time will likely be unanswered. The CAA reserves the right, at its sole discretion, to respond to such questions. The CAA responses to questions concerning this RFP may be shared with each responsive, proposing firm to ensure equal awareness of important facts and details.

Interpretations, clarifications and supplemental instructions from the CAA will be in the form of a written addendum, which will be posted at [www.ebidexchange.com/ctairports](http://www.ebidexchange.com/ctairports) and to the State of Connecticut Department of Administrative Services and the CAA websites.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP.

### **ATTEMPTS TO INFLUENCE THE SELECTION PROCESS**

Except for clarifying written questions sent to the CAA, all proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting any employee of the CAA or Board official, on or regarding any matter relating to this RFP from the time the RFP is issued until contract award.

**The CAA reserves the right to disqualify any Proposer who contacts any employee of the CAA or Board official, other than the Purchasing Agent, concerning this RFP.**

### **PUBLIC RECORDS**

Each Proposer agrees that all information, data, documentation, and material submitted or provided by the Proposer shall become the property of the CAA and it shall not be returned to the Proposer. The CAA is subject to the requirements of the Connecticut Freedom of Information Act ("FOIA"). After CAA award of a Contract, all information, data, documentation, and material submitted shall be considered public information and may be made available for inspection in accordance with the FOIA. Any proprietary information, data, documentation, and material that the Proposer wishes to remain confidential (to the extent allowed under the FOIA) should be clearly identified in the proposal; however, such identification does not guarantee its confidentiality. Proposers specifically waive any claims against the CAA related to the disclosure of any materials if made pursuant to a public records request.

Proposer must submit a letter stating reasons for claiming confidentiality for every type of information that may be stamped confidential. Failure to comply with these procedures may result in the disclosure of this information. Proposer may be required to intervene in any public records request in order to protect its rights to confidential or proprietary information. Upon request, if the Proposer identifies that their proposal contains propriety information, the CAA must also be provided with a redacted version of the proposal for public review.

### **SCOPE**

The selected firm will prepare independent audits of two primary funds operated by the CAA. This includes the Bradley International Airport Enterprise Fund and the General Aviation Airports Enterprise Fund. The selected firm will be awarded a contract to conduct audits of each fund for the three fiscal years ending June 30, 2018, June 30, 2019 and June 30, 2020. The selected firm will be expected to complete these audits prior to October 1, 2018, October 1, 2019 and October 1, 2020 for each respective annual audit and present the annual audits to the CAA's Board of Directors upon completion.

All audits and reports shall be prepared in accordance with generally accepted auditing standards established by the American Institute of Certified Public accountants for state and local governments. The audits will be conducted in accordance with the standards for financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States, the revised Single Audit Act and the

provisions of the revised OMB Circular A-133 "Audits of States, Local Governments and Non-Profits Organizations". These standards also require the issuance of a report on internal control over financial reporting and tests of compliance with certain provisions of laws, regulations, contracts and grants.

It is expected that collectively the annual audits conducted by the selected firm will satisfy the requirements of Section 1-123 of the Connecticut General Statutes which require the Board of Directors of the CAA to report to the Governor, the Auditors of Public Accounts, and to the Legislative Program Review and Investigations Committee on the activities of CAA which report is to include a complete operating and financial statement. It is further expected that the audits conducted by the selected firm will satisfy annual disclosure and reporting requirements associated with any existing or future outstanding bonds of the CAA. Accordingly, a single firm will be awarded a contract to conduct the annual independent audit of each of the two primary funds and they are expected to fully reconcile among each other.

CAA reserves the right to award additional contracts to audit firms desiring to provide "on-call" services to CAA on a task assignment basis.

The services required by CAA are more fully described below.

#### **Bradley Enterprise Fund**

The selected firm will perform annual independent audits of the financial records of operations of Bradley International Airport (Airport). In addition to the audit of the Airport's annual financial statements, applicable Federal regulations require preparation of an annual audit of the Airport's Passenger Facility Charge (PFC) program. The selected firm will also prepare this audit.

Based on the above requirements, the services to be provided by the selected firm shall include, but not be limited to the following:

1. Conduct an audit of the Airport's financial statements. The Airport's financial statements consist of a balance sheet, a statement of revenues, expenses and changes in net position, and a statement of cash flows and the related notes. The financial statements utilize the economic resources measurement focus and the accrual basis of accounting thus providing the foundation for generally accepted accounting principles that are used in private sector business reporting.
2. Prepare a schedule of PFC Expenditures as specified in the *Passenger Facility Charge Audit Guide for Public Agencies* issued by the Federal Aviation Administration.
3. Prepare the Airport's annual audit report including the Independent Auditor's Report, Management's Discussion and Analysis (prepared by the CAA), Financial Statements, Notes to Financial Statements, supplemental information including

Schedule of the CAA's proportionate share of the Net Pension Liability, Schedule of Employer Contributions in regards to the Connecticut State Employee's Retirement System, Schedule of PFC Expenditures, Schedule of Insurance Coverage, Internal Control and Compliance Reports for financial reporting and for the PFC program.

4. Prepare Federal Single Audit including the supplementary schedule of federal awards, and related reporting requirements related to major federal programs as outlined in OMB Circular A-133.
5. Provide guidance in implementing new accounting pronouncements affecting the Airport's financial statements.

### **General Aviation Airports Enterprise Fund**

The selected firm will perform annual independent audits of the financial records of operations of five general aviation airports owned and operated by the CAA and comprising the "GA Airports Enterprise Fund".

Based on the above requirements, the services to be provided by the selected firm shall include, but not limited to the following:

1. Conduct an audit of the GA Airports financial statements. The GA Airports financial statements will consist of a balance sheet, a statement of revenues, expenses and changes in net position, and a statement of cash flows. The GA Airports financial statements will also utilize the economic resources measurement focus and the accrual basis of accounting.
2. Prepare the GA Airport's annual audit report including the Independent Auditor's Report, Management's Discussion and Analysis (prepared by the CAA), Financial Statements, Notes to Financial Statements, supplemental information including Schedule of the CAA's proportionate share of the Net Pension Liability, Schedule of Employer Contributions in regards to the Connecticut State Employee's Retirement System, Schedule of Insurance Coverage, Internal Control and Compliance Reports for financial reporting.
3. Prepare Federal Single Audit including the supplementary schedule of federal awards, and related reporting requirements related to major federal programs as outlined in OMB Circular A-133.
4. Provide guidance in implementing new accounting pronouncements affecting the Airport's financial statements.

### **SELECTION/EVALUATION CRITERIA**

Proposals will be evaluated by a Selection Committee which will be seeking to distinguish which proposer has, through the appropriate combination of several criteria, the abilities to best perform the required services to the satisfaction of the CAA. 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

**A. Mandatory Elements:**

1. The audit firm is independent and licensed to practice in the State of Connecticut.
2. The audit firm's professional personnel have received requisite continuing professional education within the preceding two years.
3. The firm submits with its proposal a copy of its most recent external quality control review report and the firm has a record of quality audit work.
4. The firm adheres to the instructions in this RFP in preparing and submitting the proposal.

**B. Evaluation Criteria:**

1. Firm's Experience: Please list experience and performance on comparable airport and/or governmental engagements within the past 5 years. This includes the firm's experience with similar Federal or State Financial Assistance Programs and/or familiarity with State/Federal Single audits.
2. Personnel Experience: Please list experience of the firm's professional personnel to be assigned to the audit. Please include resumes for each.
3. Proposed Staffing Plan: Supply schedule proposed staffing for various segments of the audit. Please include the firm's approach, technical expertise and management support within the plan. Include a listing of personnel's current work assignments.
4. Rates: Please provide hourly rates for each level of staffing assigned to the audit.

**PROFESSIONAL SERVICE AGREEMENT**

Attached is a copy of the Professional Services Agreement (PSA) that the selected Proposer will be expected to enter into. Any exceptions to the terms and conditions of the PSA must be noted in the proposer's written submittal on the form provided. Any such exception may, at CAA's sole discretion, constitute an irregularity justifying rejection of the entire proposal. If there are no exceptions noted, and the proposer is selected by CAA, proposer shall be obligated to execute the PSA without modification. The failure of CAA to disqualify any proposals **with** exceptions noted shall not be deemed to be an acceptance by CAA of any such exception.

### **INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1 million per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1 million, per occurrence.
- c. Worker's Compensation coverage to Connecticut statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$5 million excess of \$1 million primary layer.
- e. Errors and Omissions Coverage with minimum limits of \$1 million per occurrence.

CAA 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**

In accordance with Title 49, CFR.26, it is the CAA's policy to provide DBEs the opportunity to compete and/or participate in the performance of CAA contracts. Based on the funding source for each assignment the selected Proposer may be required to achieve a specific goal set by the CAA. The selected Proposer will, as necessary, complete DBE reporting requirements.

### **SMALL BUSINESS/MINORITY BUSINESSS ENTERPRISE PARTICIPATION**

In accordance with Connecticut General Statute 4a-60g, it is the CAA's policy to comply with the SBE/MBE set aside goals. Based on the funding source for each assignment the selected Proposer may be required to meet a specific set aside goal set by the CAA.

### **EMERGENCY STANDBY FOR GOODS AND/OR SERVICES**

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, the CAA reserves the right to request the goods and/or services called for in this contract from the Selected Proposer. The Selected Proposer shall make best effort to provide goods and/or services at the time and in the manner specified by the CAA. From the time a request for goods and/or services is made, the Selected Proposer shall acknowledge the request within one hour and have a workforce on site within ninety minutes. If the Selected Proposer is unable to respond or provide the goods and/or services requested, the CAA reserves the right to procure said goods and/or services from another source. Selected Proposers called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.



Selected Proposers shall offer the CAA first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in this Contract.

#### **AMENDMENT OR CANCELLATION OF THE RFP**

The CAA reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the CAA to do so.

#### **PROPOSAL MODIFICATIONS**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the CAA. The CAA, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

#### **PROPOSER PRESENTATION OF SUPPORTING EVIDENCE**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the CAA deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

#### **ERRONEOUS AWARDS**

The CAA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the CAA shall not constitute a breach of contract on the part of the CAA since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the CAA and such proposer.

#### **PROPOSAL EXPENSES**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the CAA.

#### **OWNERSHIP OF PROPOSALS**

All proposals shall become the sole property of the CAA and will not be returned.

#### **OWNERSHIP OF SUBSEQUENT PRODUCTS**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the CAA unless otherwise stated in the contract.

#### **ORAL AGREEMENT OR ARRANGEMENTS**

Any alleged oral agreements or arrangements made by Proposers with the CAA or any State agency or employee will be disregarded in any CAA proposal evaluation or associated award.

## ADDITIONAL REQUIREMENTS

### Covenants Against Kickbacks

1. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.
2. For purposes of this subsection a "contract" means a written contract with the CAA or any other political subdivision of the State of Connecticut.
3. For purposes of this subsection a "Kickback" means any money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
4. Proposer represents, warrants, covenants and agrees that neither Proposer nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee or representative of the CAA. Proposer further warrants, covenants and agrees that neither Proposer nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the CAA.

Please note: Failure to abide by the provisions of this section may, without additional notice, result in the immediate termination of any contract awarded.

### OPM Iran Certification Form 7

In accordance with Public Act No. 13-162, effective October 1, 2013, certification form entitled "OPM Iran Certification Form 7" (Form 7) must accompany any "Large State Contract" ("Large State Contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes). See definition below.

*"Large state contract" means an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than **five hundred thousand dollars** in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.*

### **Other Pertinent Information**

All proposals received by the CAA will be subject to public disclosure following the completion of the evaluation and selection process as provided in the FOIA. Proposers should clearly identify any proprietary or confidential material or information they wish to have excluded from disclosure as provided by the pertinent statutes.

In addition, all submissions will be reviewed for general responsiveness to the RFP. Completeness and creativeness of responses in the overall organization and presentation of the proposal for services will be evaluated.

### **Non-Discrimination Certification**

Proposer must provide certification that it does not discriminate against any employee or subcontractor based on race, religion, color, gender, age, physical condition, national origin or any other legally protected status and that it maintains an environment free from discrimination and harassment.

### **Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The CAA will pursue negotiations with the highest scoring Proposer. If, for some reason, the CAA and the initially selected Proposer fail to reach consensus on the issues relative to a contract, then the CAA may commence contract negotiations with other Proposers. The CAA may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the CAA.

### **Right to Reject Proposals**

Submission of a proposal indicates acceptance by the responding firm of the conditions contained in this solicitation unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between the CAA and the responding firm selected.

### **Reservations**

The CAA reserves:

The right to reject any or all proposals to serve the best interests of the CAA and its employees.

The right to negotiate with one or more Proposer when such action is deemed to be in the best interest of the CAA.

The right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

The right to cancel any agreement, if in its opinion, there is a failure by the Selected Proposer at any time to perform adequately the stipulations of the Scope of Work; or if there is any attempt to deceive the CAA or its employees; or if there is an attempt to willfully impose upon the CAA and its employees services which are, in the opinion of the CAA, of an unacceptable quality; or, if the Selected Proposer or its staff are found to have engaged in illegal or prohibited activities with respect to this agreement and the services provided or related activities.

**- END OF RFP -**

**EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Company)

certify that I have no exceptions to the Professional Services Agreement as presented for work associated with RFP No. 2018-004 "Annual Auditing Services"

\_\_\_\_\_  
SIGNATURE OF PROPOSER

\_\_\_\_\_  
DATE

**OR**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Company)

request the following exceptions to the Professional Services Agreement as presented for work associated with RFP No. 2018-004 "Annual Auditing Services"

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\_\_\_\_\_  
SIGNATURE OF PROPOSER

\_\_\_\_\_  
DATE

(OPM Ethics Form 5)

STATE OF CONNECTICUT  
CONSULTING AGREEMENT AFFIDAVIT



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

(OPM Ethics Form 6)

STATE OF CONNECTICUT  
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY





**STATE OF CONNECTICUT  
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

*Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

STATE OF CONNECTICUT  
OPM IRAN CERTIFICATION FORM 7

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

October 8, 2013

AGREEMENT BULLETIN NO. 13-7

TO: ALL CONCERNED

FROM: Charles F. Roman  
Administrator of Contracts & Agreements  
Bureau of Finance & Administration

SUBJECT: OPM Iran Certification Form 7

In accordance with Public Act No. 13-162, effective October 1, 2013, the attached certification form entitled "OPM Iran Certification Form 7" (Form 7) must accompany any "Large State Contract" ("Large State Contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes). See definition below.

*"Large state contract" means an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.*

In order to facilitate the collection of Form 7, the Department will require firms to upload Form 7 to the Department of Administrative Service's (DAS) website called Biznet. The link to the Biznet site is: <http://das.ct.gov/cr1.aspx?page=372>. This Form shall only have to be filled out once, and shall be updated only if any information on the form changes.

Bid Solicitations/RFPs/Letters of Interest/Legal Notices should specify that the required Form 7 must be uploaded to the Biznet site at DAS.

When firms submit bids or proposals, or, if there was no bid process (i.e. supplemental agreements), prior to executing a "Large State Contract", Form 7 must be completed and posted on Biznet in order to process the "Large State Contract".

Please be advised if a firm is a "foreign corporation", which is defined as one that is organized and incorporated outside the United States of America, and has made a direct investment of \$20 million or more in the energy sector of Iran, then the firm cannot contract with the Department.

Please disseminate this information to all those persons having a need to know.

GWB/GRH/CR



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

- CHECK ONE:  Initial Certification.  
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

# THE CONNECTICUT AIRPORT AUTHORITY



## STANDARD SERVICES AGREEMENT

**(Vendor Name)**

**PSA Number: (Contract No.)**

This Services Agreement (“Agreement”) is made this \_\_\_\_\_ (day) of \_\_\_\_\_, 2014 by and between **The Connecticut Airport Authority** (“CAA”), through its Executive Director, Kevin A. Dillon, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut under Chapter 267B of the Connecticut General Statutes (“Conn. Gen. Stat.”), having its business address as:

The Connecticut Airport Authority  
Bradley International Airport  
Administration Office  
Terminal A, 3<sup>rd</sup> Floor  
Windsor Locks, CT 06096

and **(Vendor Name)** (“Contractor”), through its Principal, (NAME), having its business address as:

**(Contractor Name/Address).**

The CAA and the Contractor together are the Parties and each individually is a Party to this Contract.

**WHEREAS**, the CAA seeks the services of (TYPE OF SERVICE AND AIRPORT); and,

**WHEREAS**, the Contractor is a qualified party for this purpose.

**NOW, THEREFORE**, the CAA and the Contractor, intending to be legally bound, agree as follows:

1. Term of Contract; Contract Extension. The Contract will be in effect from (EFFECTIVE DATE).
2. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.”

3. Price Schedule, Payment Terms and Billing.

- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the CAA receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. (c)

If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the CAA, substantiating the increase in minimum wage rate.

4. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CAA premises or other destination, supplies, materials, equipment or other tangible personal property. The CAA may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of CAA premises and any other location which the CAA manages, leases or controls. The Contractor shall remove the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Contractor Property in accordance with the terms and conditions of the written notice shall mean that:
  - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Contractor Property with the specific and express intent of (A) terminating all of their Title to the Contractor Property, (B) vesting Title to the Contractor Property in the CAA and (C) not ever reclaiming Title or any future rights of any type in and to the Contractor Property;
  - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Contractor Property;

- (3) they vest authority, without any further act required on their part or the CAA's part, to use or dispose of the Contractor Property, in the CAA's sole discretion, as if the Contractor Property were the CAA's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the CAA incurs any costs or expenses in connection with disposing of the Contractor Property, including, but not limited to, advertising, moving or storing the Contractor Property, auction and other activities, the CAA shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the CAA no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the CAA and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "CAA and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Contractor Property.
- (6) Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the CAA to pay for the Services in accordance with Exhibit B.
- (7) Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CAA unless made in writing, signed by both parties and, approved by the CAA Executive Director.
- (8) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of CAA. CAA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by CAA for a breach is without prejudice to CAA's rights or possible Claims.

5. Termination

- (a) This Contract may be terminated by either party upon written notice in the event of breach under this Contract by the other party, in accordance with the provisions of paragraph 10, below.
- (b) CAA may terminate or suspend performance of this Agreement for CAA's convenience upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to CAA, and CAA shall pay Contractor for Services performed.

6. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If CAA believes that the Contractor has not performed according to the Contract, the CAA may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
7. Waiver.
  - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
  - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
8. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for CAA, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Services to replace those which have not been performed. The CAA shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the CAA's invoice immediately after receiving the invoice. If CAA does not terminate the Contract, the CAA will deduct such open market purchases from the Contract quantities. However, if the CAA deems it to be in the best interest of the CAA, the CAA may accept and use the Services provided which are substandard in quality, subject to an adjustment in price to be determined by the CAA.
9. Indemnification and Limited Liability. The Contractor agrees to indemnify and hold harmless the CAA, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's intentional acts, reckless conduct or negligence, and that of its principals, employees, agents or subconsultants or



anyone for whom the Contractor is legally liable, while performing services under this Agreement. Except as otherwise set forth in this Contract, neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Contract, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind, related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party. This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

10. Forum and Choice of Law. The Contract shall be deemed to have been made in the Town of Windsor Locks, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
11. Implied Warranties. CAA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
12. Setoff. In addition to all other remedies that CAA may have, CAA State, in its sole discretion, may setoff (1) any costs or expenses that the CAA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CAA and (2) any other amounts that are due or may become due from the CAA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CAA. The CAA's right of setoff shall not be deemed to be the CAA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CAA.
13. Force Majeure. The CAA and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
14. Advertising. The Contractor shall not refer to sales to the CAA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without CAA'S prior written approval.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable,

during the term of the Contract. CAA may terminate the Contract if the Contractor fails to comply with the Act.

16. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to CAA for itself, Contractor Parties and Proposer Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CAA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (2) the CAA's Code of Ethics, and (3) the CAA's Procurement Procedures;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
  - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;

- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to CAA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to CAA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation for Bids process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the bid was not made in connection or concert with any other person, entity or bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

- (q) they owe no unemployment compensation contributions;
  - (r) the Contractor has the plenary authority to bind any necessary parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to CAA, no later than fifteen (15) days after receiving a request from CAA, such information as CAA may require to evidence, in CAA's sole determination, compliance with this section;
17. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
18. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
19. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17<sup>th</sup>, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.
20. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
    - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation,

mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

- (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
  - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
  - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) The contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,
  - (2) who have the power to direct the management and policies of the enterprise and
  - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the CAA, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the CAA may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
  - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the CAA and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is
  - (1) a political subdivision of the state, including, but not limited to, a municipality,
  - (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120,
  - (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267,
  - (4) the federal government,
  - (5) a foreign government, or
  - (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

21. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

22. Whistleblowing. This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a



conspicuous place which is readily available for viewing by the employees of the Contractor.

23. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

To CAA: Kevin A. Dillon, A.A.E.  
Executive Director  
The Connecticut Airport Authority  
Bradley International Airport  
Administration Office  
Terminal A, 3rd Floor  
Windsor Locks, CT 06096

With copy to: General Counsel  
The Connecticut Airport Authority  
Bradley International Airport  
Administration Office  
Terminal A, 3rd Floor  
Windsor Locks, CT 06096

To the Contractor:

24. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (e) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the CAA and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the CAA. Contractor shall submit to CAA a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by Contractor, CAA may consider the Contractor nonresponsive and may terminate this Contract.

(a) Performance Bond: Intentionally Omitted.

- (b) Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
  - (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (f) CAA 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.
25. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
26. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
27. Parties. To the extent that any other party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract (hereafter "Contractor Party" or "Bidder Party"), any reference in the Invitation for Bids and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
28. Contractor Changes. The Contractor shall notify CAA in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;

- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. CAA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to CAA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to CAA in accordance with the terms of CAA's written request. D CAA S may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until Performance is fully completed.

- 29. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 30. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CAA and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the CAA's expense. The CAA may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the CAA and its agents in connection with an audit or inspection. Following any audit or inspection, the CAA may conduct and the Contractor shall cooperate with an exit conference.
- 31. Security Identification Badges. Intentionally Omitted.
- 32. Ramp Vehicle Permit. Intentionally Omitted.
- 33. Airport Operations Area Driving Permit. Intentionally Omitted.
- 34. Continued Performance. The Contractor shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
- 35. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CAA employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result

from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

36. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the CAA's property or to property being made ready for the CAA'S use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CAA.

37. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

38. Confidential Information. The CAA will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the CAA receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, CAA will endeavor to keep said information confidential to the extent permitted by law. CAA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to

prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CAA have any liability for the disclosure of any documents or information in its possession which the CAA believes are required to be disclosed pursuant to the FOIA or other requirements of law.

39. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
40. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
41. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
42. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**FOR THE CAA**

By: \_\_\_\_\_  
Kevin A. Dillon, A.A.E.  
Executive Director

Date: \_\_\_\_\_

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

DESCRIPTION OF GOODS AND SERVICES

**EXHIBIT B**

SCHEDULE AND PRICING

**EXHIBIT B**

Exhibit C, SEEC Form 11