



January 14, 2015

**REQUEST FOR PROPOSALS
SECURITY PERSONNEL SERVICES**

AT

BRADLEY INTERNATIONAL AIRPORT

Request for Proposal No. 2015-001

APPROVED:

A handwritten signature in black ink that reads 'Kevin A. Dillon'. The signature is written in a cursive style and is positioned above a horizontal line.

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

APPROVED:

A handwritten signature in black ink that reads 'Laurie A. Sirois'. The signature is written in a cursive style and is positioned above a horizontal line.

Laurie A. Sirois
Manager of Grants, Contracts and
Procurement

OVERVIEW

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 qualified firms to provide security personnel service for Bradley International Airport, and possibly on occasion for the CAA owned General Aviation Airports.

REQUEST FOR PROPOSALS REQUIREMENTS

The CAA will conduct a **mandatory** pre-proposal meeting/site tour at 10:00 a.m., January 30, 2015, in the Airport Administration Large Conference Room located on the 3rd floor of Terminal A at Bradley International Airport.

The CAA requires that the respondents keep the proposal to less than ten double (twenty single) sided 8 ½ x 11 pages, not including, organizational chart, resumes (one page, single-sided), and cover letter (two pages, single-sided maximum). Font size shall not be any smaller than Arial 12 point, or equivalent. Proposers must include an e-mail address for the primary point of contact for this RFP in the cover letter.

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

Laurie A. Sirois
Manager of Grants, Contracts and Procurement
Connecticut Airport Authority
Bradley International Airport
334 Ella Grasso Turnpike
Suite 160
Windsor Locks, CT 06096

Attn: RFP No. 2015-001 – Security Services

Electronic copies must be included in the submission package on either a flash drive or CD. E-mailed proposals will not be accepted. The proposal must be submitted no later than **2:00 p.m., February 19, 2015** Eastern time. Late submissions will **not** be accepted. **Proposals will not be publicly read.** Questions concerning this RFP are due no later than **2:00 p.m., February 5, 2015**. 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.

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 Contract Agreement will be for three years, with two one-year renewals at the sole discretion of the CAA. Standard wage rates will apply to this Contract.

PRE-PROPOSAL MEETING REQUIREMENTS

The CAA will conduct a **mandatory** pre-proposal meeting/site tour at 10:00 a.m., January 30, 2015, in the Airport Administration Large Conference Room located on the 3rd floor of Terminal A at Bradley International Airport.

The site tour includes areas that are located post screening; therefore, individuals planning to attend the site tour must e-mail the following information to procurement@ctairports.org no later than **2:00 p.m., January 22, 2015**, full legal name, name of firm you are representing, phone number, date of birth, place of birth, and an unexpired copy of driver's license or passport. Individuals will be subject to a security screening prior to admittance to the proposed site.

Please note the site tour will be limited to two (2) representatives from each firm.

NOTE: Late arrivals (15 minutes or more) will not be given credit for attendance, nor allowed to participate in the proposal process. Proposers who are not represented at the pre-proposal meeting will result in the rejection of their proposal.

POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFP will be Laurie Sirois (Purchasing Agent). She may only be reached by e-mail, at procurement@ctairports.org. Submissions of questions, correspondence or requests for clarification to persons other than the Purchasing Agent, or in a form other than e-mail, will not receive a response.

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 to the Purchasing Agent. 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. Any questions received after that time will not be addressed.

Interpretations, clarifications and supplemental instructions from the CAA will be in the form of a written addendum, which will be posted 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.

SCOPE

I. Scope

The Contractor shall provide security services and experienced uniformed personnel, for the CAA at Bradley International Airport (BDL), and possibly, from time to time at one or more of the CAA-owned general aviation airports (Hartford-Brainard, Groton-New London, Waterbury-Oxford, Windham, and Danielson).

II. Security Personnel Positions

The Contractor shall assign to the CAA only experienced security personnel who are competent and have the required training and experience as set forth in this Contract. The CAA may approve the selection and/or removal of any security personnel assigned to any CAA location.

Security personnel will be provided in the following categories.

A. Guard I - Standard Wage Position

The Guard I shall carry out detailed instructions and procedures provided for by the CAA to ensure that emergencies and security violations are readily discovered and reported to the appropriate authority. The primary duties of the Guard I positions is to assume responsibilities for one of 11 (eleven) current Posts, and more as from time to time may be determined. The current 11 Posts include: East/West Gate Perimeter Road Checkpoints; SIDA/Sterile Area Escort Compliance Enforcement; Perimeter Fence Inspections; Loading Dock – Screening of Delivered Materials; Trash Removal Monitoring; Checkpoint Exit Lane Monitoring; Terminal Patrols; Sterile Area Elevator Monitoring; Inner & Outer, Upper & Lower Curbside Patrols; Ticket Counter & Baggage Belt/Sterile Area Closures; Random Sterile Area Inspections. They shall also observe and report security and emergency situations. The Guard I shall intervene directly only in situations which require minimal action to safeguard property or persons.

B. Guard II — Standard Wage Position

The Guard II shall enforce CAA regulations and procedures designed to prevent breaches of security, exercise judgment and use discretion in responding to incidents and emergencies. The Guard II shall determine whether to intervene directly, ask for assistance (as time permits), keep situations under control or surveillance, or to report incidents or situations to the appropriate authority for handling. The Guard II is required to demonstrate proficiency with firearms and other special weapons as identified and agreed to by the CAA and to meet rigorous physical fitness requirements.

C. Supervisory / Shift Supervisory / Field Supervisory

The Supervisor shall serve as an operational liaison between the Contractor and the CAA. The Supervisor shall investigate all matters concerning assigned security and safety responsibilities at specified BDL locations and report findings to the CAA. The Supervisor shall monitor and supervise activity and performance of all security personnel levels at the CAA/BDL location(s) and shall make recommendations to the CAA for improvements in safety and service.

III. Services

- A. The Contractor, through the use of security personnel, shall ensure the protection of various buildings, grounds, individuals, and appurtenances as defined by the CAA. The services will be primarily for uniformed, unarmed security personnel. Armed security personnel (Guard II or Supervisory) may also be required during the term of this contract, as requested by the CAA, though this is not anticipated at this time.
- B. Contractor may provide the following security services as identified by the CAA:
 - 1. Protection against fire/arson, vandalism, theft, loitering, trespass, burglary/unlawful entry or intrusion, bodily harm, building system malfunctions and deficiencies (water leaks, open windows, lights out, etc.), monitoring and response to building alarms, hazards, larceny, abuse, traffic;
 - 2. Raise and lower State and National colors;
 - 3. Surveillance and protection of parking facilities;
 - 4. Escort duties;
 - 5. Observation and/or screening of visitors;
 - 6. Issuance of passes and/or checking identification;
 - 7. Response to medical emergencies within the scope of security personnel's certifications of CPR or basic first aid, or both CPR and basic first aid; and
 - 8. Assistance in all practices and actual emergency evaluations and drills.
- C. Armed security personnel (Guard II or Supervisor), as identified by the CAA, shall be provided by the Contractor. If armed security personnel are required, Contractor responsibility includes:
 - 1. Supplying the weapon, holster, gun belt and ammunition;
 - 2. Secured storage of weapons and ammunition while on the Client Agency premises;
 - 3. Scheduled cleaning, inspection and maintenance of weapons and ammunition while on the Client Agency premises; and
 - 4. Providing insurance and indemnification to the CAA for all incidents related to their armed personnel.
- D. Services for uniformed security personnel will be long-term, however, the duration of each security assignment may be as short as one or two days as determined by the CAA.
- E. CAA may require the use of Contractor equipment such as vehicles, bicycles, Guard Tour technology, cellular phones, or radios in the performance of security services. Contractor will provide the equipment as identified by the Client Agency as needed. When equipment is required, Contractor responsibility includes the following:

1. Contractor shall maintain equipment and/or vehicles in good repair; and
2. All insurance and licenses mandated by Connecticut law shall be kept current at the expense of the Contractor.

IV. Contract Administration

A. General Requirements:

1. The Contractor shall ensure continuity of the security personnel initially assigned to the CAA post unless that personnel assignment is objected to by the CAA or a mutually acceptable alternative schedule is agreed upon with the CAA.
2. Contractor shall provide security personnel capable of performing normal or emergency duties that require moderate to strenuous physical extension (e.g., climbing stairs or ladders or running).
3. Contractor shall screen, test, train, refresher train and monitor performance of any security personnel assigned to CAA locations.
4. Contractor shall review the qualifications, experience and integrity of security personnel assigned to CAA locations including background checks. This review shall include verification of licenses, certifications, criminal record, past employment, education, financial, driving record, and personal references.
5. Security personnel shall carry a valid and current Motor Vehicle Operator's License if assigned to a CAA location requiring operation of a vehicle in providing security services.
6. Contractor shall provide uniforms to security personnel at no cost to the state. Uniforms must be approved by the CAA.

B. CAA Service Plan

Contractor shall establish and provide a CAA Service Plan for each CAA location that may include:

1. Selection of security personnel to be assigned;
2. Log Book of specific duties for each post and/or location assigned;
3. Time and attendance logs for each security personnel assigned to Client Agency location; and
4. Training programs and training records retention.

C. Communication / Problem Escalation Plan

1. Contractor shall provide a single point of contact and phone number for all work assigned to the Contractor through this contract. The contact shall be available 24 hours per day, 7 days per week, 365 days per year.
2. Contractor shall provide documentation in the form of an incident report to the CAA within two (2) hours of incident occurrence.

D. Performance Monitoring

1. Field Supervisor

- a. Contractor shall provide field supervision at no additional cost to the CAA.
- b. Field Supervisor shall monitor security personnel at CAA locations and make appropriate adjustments as needed in order to ensure a consistent level of service.

E. Reports

Contractor shall maintain and provide reports as requested by the CAA that may include:

1. The type, quantity, frequency and results of training conducted;
2. Certified Payroll records;
3. Incident Reports; and
4. Time & Attendance logs of security personnel.

V. Work Hours

A. Standard Work Day

Security services performed for the CAA shall be for the Standard Work Day.

1. A standard workday consists of an eight hour shift plus a one-half hour lunch period. At Bradley International Airport, there will be three eight hour shifts each with a one-half hour lunch period during each 24 hours, 365 days (366 in a leap year) per year.
2. Work shifts may vary per location.

B. Holidays

1. The holiday rate of pay shall be one and one half times the chargeable hourly rate.
2. Holiday rates shall only be paid for security personnel authorized to work by the CAA on a State observed holiday.
3. A List of holidays observed by the State may be found on the following website: www.das.state.ct.us. Click on the heading "Human Resources", then scroll down to "Statewide Policies & Notices" and click on "State Holidays".

C. CAA Building/Property Closings

If the CAA decides to close CAA buildings or properties on any other day beyond holidays, including employee furloughs, services may not be required

or provided on the closure date unless specified by the CAA. Contractor shall receive reasonable notice in advance of building closure whenever possible.

D. Overtime

1. Overtime is the amount of hours worked in excess of the standard 40-hour workweek.
2. Overtime shall not be allowed unless approved by the CAA in advance.
3. The CAA shall not pay overtime for a replacement security personnel when the regularly scheduled security personnel is not available.

VI. Training

A. Training Requirements

1. Contractor shall provide training to security personnel that includes the categories of basic training, site-specific training on the eleven (11) current Posts as they now exist at BDL and as they may be modified in the future listed in Section II A of this document, refresher training, and advanced and/or specialized training. The training shall be conducted at no cost to the CAA.
2. The CAA may provide or require specific training to security personnel at no cost to the CAA. Training content may vary depending upon CAA location and the nature and extent of security services being provided.
3. Contractor shall provide quarterly training reports to CAA for all security personnel assigned to CAA locations. Reports shall identify the security personnel receiving the training, type of training, quantity of training hours provided, frequency of the training and the results of testing on the training presented.

B. Basic Training

1. Guard I
 - a. Contractor shall provide a minimum of forty (40) hours of basic training to all security personnel prior to any CAA assignment.
 - b. In addition to the site-specific training on the eleven (11) current Posts as they now exist at BDL and as they may be modified in the future listed in Section II A of this document, basic training focus and curriculum shall address the following topics:
 - 1) The role of security personnel;
 - 2) Customer Service;
 - 3) Emergency Response;
 - 4) Emergency Situations (fire, medical, threats);
 - 5) Report Writing;
 - 6) Legal powers and limitations;

- 7) Preventing discrimination and harassment;
- 8) Professionalism and Ethics;
- 9) Legal restrictions on arrests, search and seizure;
- 10) Liability for failure to take action;
- 11) Handling of control, detection and reporting of fires, use of portable firefighting equipment and control of sprinkler systems;
- 12) Procedures in notifying police in the event of criminal activity;
- 13) The minimum of basic first aid and adult CPR;
- 14) Grooming and uniform appearance, including wearing photo identification badge;
- 15) Handling situations with less than lethal force;
- 16) Access Control;
- 17) Communications;
- 18) Safety;
- 19) Standards of conduct;
- 20) Patrol Techniques;
- 21) Public and Client Relations;
- 22) Reporting Requirements; and
- 23) Driver/Vehicle Maintenance & Inspection.

2. Guard II

Guard II shall meet all the requirements set forth under Guard I and the following additional requirements:

- a. Annual weapons qualifications;
- b. Firearms permit (Blue Card); and
- c. Firearms storage.

3. Supervisory/Shift Supervisory/Field Supervisory

Supervisory/Shift Supervisor/field Supervisory shall meet the requirements set forth under Guard I and Guard II and the following additional requirements:

- a. The Basics of Effective Supervision;
- b. Human Relations Training;
- c. Conflict Resolution Training;
- d. Contractor's policies and procedures;
- e. Client Agency policy, procedures and client expectations;
- f. Understanding of the mission, staff, clients, visitors of the Client Agency; and
- g. Role playing exercises in supervision.

- C. Site-specific training on the eleven (11) current Posts as they now exist at BDL and as they may be modified in the future and On-the-Job (OTJ)

Training requirements shall be provide by the Contractor to all security personnel position categories as follows:

1. A minimum of forty (40) hours of CAA site-specific training prior to assignment.
2. Site-specific training shall be provided initially by the Contractor and/or the CAA and then by the Contractor when replacing or rotating security personnel.
3. CAA site specifications, rules, regulations, and clearances shall be established prior to assignment and maintained throughout the term of the contract, except as modified by the CAA.
4. Contractor shall adhere to established security and/or property entrance policies and procedures established now and as they be modified in the future by the CAA.
5. It is the responsibility of the Contractor and Contractor security personnel to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

D. Refresher Training requirements shall be provided by the Contractor to all security personnel position categories as follows:

1. Contractor shall establish, at a minimum, 20 hours of refresher training annually.
2. Contractor shall identify refresher training topics based on statutory requirements for licenses and certifications and/or specific security personnel need (individual and/or position category) as identified by performance monitoring and/or Client Agency.
3. Contractor employees who have not worked at BDL for 15 or more days will, at a minimum, be required to take and successfully pass testing on refresher site-specific training for the 11 (eleven current Posts as they now exist at BDL and as they may be modified in the future before they can be assigned to any post at BDL. This will be in addition to any additional OTJ that the Contractor Supervisor feels that the individual officer needs to take.

E. Advanced / Specialized Training shall be provided by the Contractor as deemed necessary by the CAA at no cost to the CAA. Requirements may include:

1. Terrorism Awareness
2. CPR/first Aid/AED Certifications
3. Government Services Training
4. Hostage Training

SUBMITTAL CRITERIA

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

Experience and Qualifications

- i) Each firm is required to submit information that substantiates they meet each and all of the minimum qualifications of this RFP, complete the Verification of Minimum Qualifications Form or provide the required information for each minimum qualification listed. A reference contact or document that can verify that the firm has met the minimum qualifications is also required for each minimum qualification listed in this RFP.
- ii) Describe how the firm meets or exceeds the preferred qualifications listed in this RFP.
- iii) Provide at least three references for similar projects, including name of establishment, full address, dates of service, contact name and contact telephone number for reference checks.
- iv) State your total dollar volume of business for each year for the past three years.
- v) Include the amount of business hours your firm currently service in the State of Connecticut.
- vi) Describe the experience the firm has providing similar services at airports, including the number of years in providing similar airport security services.
- vii) How many full time and part time unarmed security officers are currently working in the State of Connecticut?
- viii) State whether any Security Officer Services contracts to which the firm was a party and has ever been terminated early or lost a contract. If so, identify and provide details.
- ix) State whether the firm is a party in a legal claim or lawsuit with any client as a result of the firm's operation of a public service. If so, describe.

Operating Plan

- i) Provide a statement of understanding of this project. Submit a detailed work plan that discusses the nature of services you are proposing for the contract and any problems that are anticipated.
- ii) Provide a structured plan to provide employee supervision, management and training that includes an emphasis on both initial and recurrent training, employee discipline and employee incentives.

- iii) Describe plans for correcting performance problems and any other staffing information relevant to an understanding of your firm's planned performance of the work proposed. Firm must demonstrate that they can provide a reliable and well-qualified workforce.
- iv) Briefly address the Firm's management methods and systems proposed for this contract.
- v) Explain your firm's ability to fill additional service requests on short notice.
- vi) Provide a detailed plan describing how your firm plans to address the staff turnover typically associated with contract security officer services.
- vii) Provide a copy of your firm's employee handbook.
- viii) Does your firm have an emergency response plan? If so, please provide a copy.

Cost Proposal

Proposals shall include the cost per hour per guard for these services. Hourly rates shall be inclusive of all costs (e.g. travel time, training, breaks/lunches, communication equipment, administrative costs, equipment maintenance etc.) to staff all exterior posts referenced above. **In addition, proposals must include the following:**

1. The total number of all staff, supervision and management being charged for under this contract on a weekly and annual basis.
2. A numerical listing of the total number of hours provided by all staff, supervision and management charged to this contract on a weekly and annual basis.
3. A dollar value for the total of all expenses being charged to the CAA under this contract on a weekly and annual basis.

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 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 criteria:

1. Statement of Qualifications and Relevant Experience at Air Carrier Airports Regulated under FAR Part 139 and under 49 CFR 1542;
2. Project Staffing, Operating and Training Plans, and Schedule; and
3. Cost Proposal.

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 \$10 million excess of \$1 million primary layer for airfield services, otherwise \$5 million.

The CAA shall be named as additional insured on all policies of insurance with the exception of the 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 BUSINESS 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 good 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 -