



April 7, 2015

**INVITATION FOR BID NO. 2015-006  
RUBBISH REMOVAL SERVICES  
BRADLEY INTERNATIONAL AIRPORT**

**INTRODUCTION**

The Connecticut Airport Authority (CAA) is seeking bids to provide rubbish removal services for Bradley International Airport Contract award shall be for a one-year period with two additional one-year extensions at CAA's discretion.

The CAA will conduct a pre-bid site tour at 10:00 a.m., April 14, 2015, at 334 Ella Grasso Turnpike, Suite 160, Windsor Locks, CT.

CAA reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. CAA will be the sole judge in determining as equivalent products.

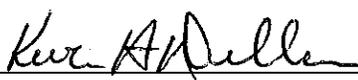
Sealed bids will be received at: Connecticut Airport Authority, Attention: Laurie A. Sirois, Manager of Grants, Contracts and Procurement, 334 Ella Grasso Turnpike, Suite 160, Windsor Locks, CT 06096.

**Due date for bids is no later than 1:00 p.m., April 28, 2015**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**IFB No. 2015-006 – Rubbish Removal**". CAA will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

The successful bidder must hold the bid price for 120 days from bid opening date, and may not withdraw their bid for at least 60 days after the time and date set for the receipt of bids.

All prices quoted are to be FOB delivery location. CAA is tax exempt and a certificate will be supplied as required.

In submitting a response to this Invitation for Bids, vendors hereby agrees to enter into a Contract Agreement if awarded the contract.

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

  
\_\_\_\_\_  
Laurie A. Sirois  
Manager of Grants, Contracts and  
Procurement

## **PRE-BID MEETING REQUIREMENTS**

The CAA will conduct a pre-bid site tour at 10:00 a.m., April 21, 2015, at 334 Ella Grasso Turnpike, Suite 160, Windsor Locks, CT.

The site tour includes areas that are located airside; therefore, individuals planning to attend the site tour must e-mail the following information to [procurement@ctairports.org](mailto:procurement@ctairports.org) no later than **2:00 p.m., April 16, 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.

## **COMMUNICATIONS:**

During the period from advertisement of this Invitation for Bid (IFB) and until a contract is awarded, vendors shall not contact any employee of the Connecticut Airport Authority concerning this procurement except in writing directed to the Manager of Grants, Contracts and Procurement, Laurie Sirois, via e-mail: [procurement@ctairports.org](mailto:procurement@ctairports.org). The deadline to submit questions will be 2:00 p.m., April 16, 2015.

## **SPECIFICATIONS**

All vehicles utilized for this contract will not be in violation of any State of Connecticut, Department of Motor Vehicles (DMV) or Federal Safety Motor Carrier safety regulations. Contractor performance may be subject to DMV review and outstanding violations may result in contract termination.

The Contractor shall have the ability to furnish dumpsters, containers and compactors of the types and sizes indicated on the Price Schedule (Exhibit B). All equipment is to be freshly painted and clearly labeled as to contents. CAA may require a specific color of paint. All equipment furnished shall be cleaned inside and outside, disinfected periodically and be maintained in good working order to the satisfaction of the Manager of Maintenance. The size of each dumpster, compactor and container shall be clearly marked on all equipment. All equipment must have a drain plug and hasps to accommodate a padlock. All equipment must be covered to prevent storm water from entering as per the State of Connecticut, Department of Energy and Environmental Protection (DEEP) Storm Water Pollution Prevention regulations. Roll-off containers and dumpsters must have easy access sliding metal covers. The covers must slide in a manner to facilitate easy access to the entire container and dumpster. The sliding covers on both ends must provide a minimum of an 8 foot long opening.

Compactors will be painted green for trash and blue for recycling, equipped with a <sup>3</sup>/<sub>4</sub> full green warning light and a full unit red warning light and will have a 10 horsepower or

greater motor. All equipment shall always be maintained in good operating condition, with good appearance, properly painted and clean. The CAA reserves the right to require the Contractor to replace equipment that is not maintained or in good repair. Response to requests to clean up hydraulic leaks in compacting ram units must be within two (2) hours of notification. If the response is not accomplished within the specified timeframe; an authorized DEEP permitted spill cleanup Contractor will be employed by the Airport to complete the "clean up". The cost of the cleanup will be deducted from payments due to the Contractor.

All containers will be bid on a price per pickup including all dump fees, disposal fees and hauling charges. Any increases in dump fees shall be governed by the escalation clause. The current frequency of pickups for each location is indicated in Exhibit A1. Based on need, the frequency of pickups may be changed at any time during the contract period by the CAA. Exhibit A1 is provided as a reference. The CAA reserves the right to request the type and amount of containers on an as needed basis.

The CAA may specify dumpsters and containers to be top load or front loading. The CAA may specify dumpsters or containers that are lockable with a padlock. The CAA may specify the dumpsters or containers to be clearly marked "Trash" or "Recyclables".

To coordinate the drop off of new containers under this contract and/or the removal of old containers under the previous contract, the Contractor(s) shall cooperate with the CAA in order to ensure an orderly changeover of dumpsters and containers.

**PICK-UPS:**

The frequency of pickups will be indicated on the Purchase Orders. Purchase Orders may be issued for service to be provided "on call" or "as needed" based on the CAA's requirements.

The CAA reserves the right to increase or decrease the number, size, and location of dumpsters, compactors and containers, in addition to the frequency of pickups, as the need arises.

All pickups shall be made on the dates and times as directed, servicing of the dumpster, compactors and containers shall be made known to the Manager of Maintenance. Written notice confirming service must be presented to the Representative on site for signature.

Upon the request of the CAA, the Contractor shall replace any equipment that is deemed unsafe or has a high frequency of repairs. Replacement shall be made within twenty-four (24) hours of CAA's request.

**REFUSE COMPOSITION:**

Containers generally will be used to dispose of airport, or construction debris. Airport trash is generated by passenger, employees, restaurants and concessions (amongst others) located at the terminals. This trash may comprise of the following: general trash, food waste, food contaminated paper goods, bathroom paper waste etc. The

construction debris may be comprised of the following: trash, concrete, sand, dirt, gravel, bituminous, metal, wood, appliances, mattresses, paper, tires, cloth goods, furniture, and any other airport debris not specified herein.

**CONTRACT PERIOD:**

The contract term will be from July 1, 2015 through June 30, 2016, with two additional one-year extensions at CAA's discretion.

**CONTRACT PRICES:**

Contract prices shall be per pickup. Prices quoted shall be net price for the service required. No additional charges will be allowed. Prices shall include all maintenance, service, repair, dump fees, disposal fees, and hauling charges in effect on the beginning date of this contract.

**ESCALATION:**

It is understood and agreed that the contract price will be subject to any reasonable increase in the dumping fees assessed by the municipality or trash authority in which the containers are located. Increases will be based upon a formula using 200 pounds per cubic yard. Requests for such increases must be fully and properly documented.

Price increases will not become effective until the CAA receives a letter from the Contractor notifying the CAA of the increase, including documentation from the municipality or trash authority outlining the proposed increase. This information must be submitted at least thirty (30) days prior to the date when the increase is to become effective. CAA Purchasing reserves the right to reject any increase, which it deems excessive. No retroactive increase will be allowed.

**DELIVERY:**

The Contractor shall furnish and deliver the required containers to Bradley International Airport, Windsor Locks, Connecticut, 06096 upon written notification at least forty-eight (48) hours prior to the actual delivery of the equipment.

**IDENTIFICATION BADGES:**

All persons working at Bradley International Airport are required to have and properly display at all times an individual, valid, Bradley Airport security identification badge (ID). The ID's are available from the Bradley International Airport Security Office at the prevailing price. In accordance with the Bradley International Airport Tenant Directive, all Contractor's personnel, who in the performance of their duties require access to the airside of the Airport, must submit to and successfully pass a security clearance check. Contractor's personnel will not be permitted on the site until issued a security ID badge. The Contractor will be required to comply with any and all future security and badge requirements.

Bradley International Airport reserves the right to suspend and/or terminate security privileges of individual employees pending investigation of any employee allegedly in

violation of any security regulations. Security privileges for the entire company may also be suspended and/or terminated for failure to comply with security regulations.

The CAA reserves the right to suspend an ID badge pending the outcome of an investigation of any employee allegedly involved in theft or any other criminal act at the Airport.

### **RECYCLING PROGRAM:**

Compactors and dumpsters may be used for the purpose of collecting recyclable materials (see Exhibit A1 for requirements and locations). The items to be collected for recycling may include, but are not limited to the following: corrugated cardboard, newspapers, magazines, white and colored office paper, brown paper bags, paper cardboard diary and juice containers, aluminum, metal cans, glass bottles, and plastics #1-#7. Items may be collected by means of single or multi-stream recycling containers as approved by the CAA. The locations of these compactors and dumpsters may not be permanent and may be relocated at the discretion of CAA at no additional cost.

The Contractor will provide weight tickets for each compactor as they are removed from the Airport for recycling. To ensure compliance with the program and to provide an audit trail, the Contractor will provide written documentation concerning the recycling of collected materials, to the Manager of Maintenance. The documentation provided by the Contractor will contain information to confirm that all materials (contents) have been recycled in accordance with all State statutes governing the Mandatory Recycling Act. The audit trail must include the final disposition of all recycled items.

The Contractor may be required to attend recycling committee meetings at Bradley International Airport to facilitate problem resolution and program improvements. The Contractor will be actively involved in the evaluation, monitoring, and maintenance processes with the Manager of Maintenance.

### **RAMP VEHICLE PERMIT**

The Contractor shall secure a Ramp Vehicle Permit from the CAA Security Office for the purpose of transportation within the Air Operations Area (AOA) and retain a valid permit for the duration of this Contract. There is no cost for the application and issuance of the Ramp Vehicle Permit, but there is a replacement cost if this permit is lost, stolen or destroyed.

### **AIR OPERATIONS AREA DRIVING PERMIT**

All of the Contractor's employees who may drive on the AOA shall be required to obtain an AOA Driving Permit from the CAA Security Office and observe all rules and regulations governing the AOA. Drivers may be required to participate in a Ramp Safety Driving course. All necessary insurance for operating a motor vehicle on the AOA is the sole responsibility of the Contractor.

**HAULING AND DISPOSAL PERMITS:**

Contractor shall have and maintain all required permits current, and be in good standing with the Connecticut Resources Recovery Authority (CRRA). Any change in status must be reported to Manager of Maintenance in writing within twenty-four (24) hours.

**PROPERTY DAMAGE:**

The Contractor shall make prompt restitution payable to the CAA by certified check or replacement, or repairs (subject to the CAA's approval), in settlement of any damage(s) to CAA or tenants' property caused by the Contractor's employee(s).

**CONSTRUCTION SAFETY AND HEALTH STANDARDS:**

It is the condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in its performance to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under the Construction Safety and Health Standards (Title 29, Code of Federal Regulations Part 1518 - published in the Federal Register on April 27, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act 83, Stat. 96.

**INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided prior to award:

Commercial General Liability: \$10,000,000 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.

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.

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.

CAA shall be named as additional insured on all policies of insurance with the exception of Worker's Compensation.

**EXHIBIT A-1**  
**CURRENT COMPACTOR/DUMPSTER REQUIREMENT**

LOCATION	COMPACTOR/ DUMPSTER	QTY	SIZE		NUMBER OF PICKUPS			
			CUBIC YARD	WEEK	BI- WEEKLY	EVERY 3 WEEKS	MONTH	DAY
Terminal A	Rubbish	1	34	1				Tuesday
Terminal A	Recycle	1	34		1			Tuesday
Terminal A	Rubbish (Compactor with a maximum height restriction of 12 feet)	1	20					On Demand
Terminal A	Rubbish	1	34	2				Tues/Fri
Terminal A	Recycle	1	34		1			Tuesday
*IAB	Rubbish	1	34	3				Mon/Wed/Thurs
*IAB	Recycle	1	34			1		Wednesday
*IAB	Recycle (Bottles & Cans)	1	34					On Demand
Bldg. 85-168 Maintenance Facility	Rubbish	2	6	1				Thursday
Bldg. 85-236 Repair Facility	Roll off with sliding metal cover and side opening doors  (For various waste materials)	1	30				1	On Demand
Bldg. 85-236 Repair Facility	Roll off with sliding metal cover  (For metal waste materials)	1	30					On Demand
Bldg. 85-236 Repair Facility	Rubbish	1	6	1				Thursday
Sand Bldg.	Roll off with sliding metal cover (For various waste materials)	1	20					On Demand
Fire Station #1	Rubbish	1	6	1				Thursday
Fire Station #2	Rubbish	1	6	1				Thursday
*** Federal Inspection Station	Containment Dumpster	1	6					On Demand
Terminal A loading dock	6 yard covered top load single stream dumpster	1	6	1				Friday
To be determined if selected	15 yard single stream recycling compactor	1	15	**TBD				*TBD
To be determined if selected	20 yard single stream recycling compactor	1	20	**TBD				*TBD

\* IAB -- International Arrival Building

\*\* Containment dumpster to USDA specification for International waste for Materials which must be incinerated.

**INVITATION FOR BID NO. 2015-006  
RUBBISH REMOVAL SERVICES  
BRADLEY INTERNATIONAL AIRPORT**

**RESPONSE FORM**

Responses are **due no later than 1:00 p.m., April 28, 2015** Attention: Connecticut Airport Authority, Attention: Laurie A. Sirois, Manager of Grants, Contracts and Procurement, 334 Ella Grasso Turnpike, Suite 160, Windsor Locks, CT 06096. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by CAA this bid is guaranteed as written, and as may be amended by addenda, and will be implemented as stated.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Taxpayer I.D. Number \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature of Business \_\_\_\_\_

Type or Organization (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated \_\_\_\_\_ Public Corporation \_\_\_\_\_  
Private Corporation \_\_\_\_\_

Minority Business Enterprise \_\_\_\_\_ Woman-Owned Business Enterprise \_\_\_\_\_  
Small Business Enterprise \_\_\_\_\_

Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_ Service \_\_\_\_\_

Number of Locations \_\_\_\_\_ Number Of Persons Employed \_\_\_\_\_

We Acknowledge Receipt Of These Addenda: No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_

Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Connecticut. If so indicate dates and explanation for such.

ALL vendors interested in responding MUST provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

1. Any additional information necessary to assist CAA in evaluating your bid may be listed here.

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2. Provide references from at least (3) companies, which have received the proposed or similar services.

a. Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

b. Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

c. Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

3. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

**4. Pricing Information (please print clearly)**

**ITEMS LISTED BELOW ARE TO BE PRICED PER PICKUP ALL COSTS INCLUDED**

**A. COMPACTOR RUBBISH 34 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**B. COMPACTOR RUBBISH (MAXIMUM HEIGHT RESTRICTION OF 12 FEET)**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**C. COMPACTOR RECYCLE 34 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**D. COVERED DUMPSTER WITH SLIDING METAL COVER AND  
SLIDING SIDE DOORS (BOTTLES & CANS) 34 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**E. ROLL OFF COVERED DUMPSTER WITH SLIDING METAL COVER  
(VARIOUS WASTE MATERIALS) 30 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**F. ROLL OFF COVERED DUMPSTER WITH SLIDING METAL COVER  
(METAL WASTE MATERIALS)**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**G. ROLL OFF COVERED DUMPSTER WITH SLIDING METAL COVER  
(VARIOUS WASTE MATERIALS) 20 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**H. COVERED RUBBISH DUMPSTER (SPLIT FLIP TOP & SIDE LOAD) 6 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**I. CONTAINMENT DUMPSTER TO USDA SPECIFICATION FOR INTERNATIONAL  
WASTE MATERIALS WHICH MUST BE INCENERATED**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**J. COVERED SINGLE STREAM RECYCLE DUMPSTER  
(SPLIT FLIP TOP & SIDE LOAD) 6 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**K. COMPACTOR SINGLE STREAM RECYCLE 15 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**L. COMPACTOR SINGLE STREAM RECYCLE 20 YARD**

\$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

**"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

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\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone/Fax

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. Alternate bids (two or more bids submitted) will be considered for award. CAA reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
2. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
3. Prices offered may not be withdrawn for a period of sixty days immediately following the opening of this Bid. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
4. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
5. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
6. CAA interprets the term "lowest responsible bidder" as requiring CAA to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. CAA can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. CAA can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist CAA in analyzing your bid.
8. A purchase order and/or contractual agreement constitutes CAA's offer to the service provider upon the terms and conditions stated herein, and shall become binding if meeting the terms set forth herein when it is accepted by acknowledgment or performance.
9. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, CAA may, by written notice, terminate the contract or purchase order.

10. The supplier shall hold and save CAA and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by CAA.
11. Payment of the seller's invoices is subject to adjustment. CAA shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of CAA.
12. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
13. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to CAA a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of CAA in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for CAA's actual damages that exceed the amount of the surety.
14. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that CAA's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
15. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
16. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing CAA hardware, software, and applications where applicable. Verification must be provided in the response to this document.
17. The Bidder certifies that this proposal is submitted without collusion, fraud or

misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.

18. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of CAA, and will not be returned. CAA will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, CAA is subject to making records available for disclosure after contract award.
19. CAA will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, CAA shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if CAA has formally accepted a recommendation.
20. Bids must be received prior to the time and dates listed to be considered responsive. CAA will not "accept" late responses and will return them to the sender. Further, CAA will NOT: (1) guarantee security of the document received; and (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
21. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by CAA. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that CAA, at the discretion of the Executive Director in consultation with CAA Counselor, may reject their bid.
22. Covenants Against Kickbacks
  - a. 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.
  - b. For purposes of this subsection a "contract" means a written contract with the CAA or any other political subdivision of the State of Connecticut.
  - c. 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.

- d. Vendor represents, warrants, covenants and agrees that neither Vendor 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. Vendor further warrants, covenants and agrees that neither Vendor 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.

23. Connecticut General Statute § 4a-60:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The Consultant agrees and warrants that in the performance of the contract such Consultant 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 Consultant 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; and the Consultant 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 Consultant that such disability prevents performance of the work involved; (2) The Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) The Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Consultant 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, 46-68e and 46a-68f; and (5) The Consultant 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 Consultant as they relate to the provisions of this section and section 46a-56."

Subsection (c) (2) of Connecticut General Statute § 4a-60:

"Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such Consultant shall provide the state or such political subdivision of the state with any one of the following:"

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Consultant complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed."

Subsection (h) of Connecticut General Statute § 4a-60:

"The Consultant shall include the provisions of subsections (a) and (b) of this section 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 subconsultant, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Consultant 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; provided, if such Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the Commission, the Consultant may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter."

24. Connecticut General Statute § 4a-60a:

"(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The Consultant agrees and Warrants that in the performance of the contract such Consultant 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 Consultant agrees to provide

each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant 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 Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Consultant 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; and (4) The Consultant 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 Consultant which relate to the provisions of this section and section 46a-56."

Nondiscrimination Certification: Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided CAA with documentation evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

- A. The Consultant acknowledges that by doing business with or seeking to do business with the CAA it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. The Consultant acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the website of the Office of State Ethics [www.ct.gov/ethics](http://www.ct.gov/ethics) and agrees to comply with all provisions of the Code of Ethics applicable to the Consultant as a current or potential CAA contractor.
- B. If this Agreement is for goods or services and has a value to the CAA of \$50,000 or more in any calendar or fiscal year, the Agreement shall not become effective until the Consultant has completed and furnished the affidavit with respect to consulting agreements required by Section 4-81 of the Connecticut General Statutes which form of affidavit is available on the Web site of the Office of Policy and Management at [www.ct.gov/opm](http://www.ct.gov/opm).
- C. The following provision shall apply if this Agreement has a value of Five Million Dollars (\$5,000,000) or more.

"If any officer or employee of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the

Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd, the Consultant 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 Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of Connecticut General Statutes § 4-61dd relating to large state contractors."

- D. For all State contracts as defined in Connecticut General Statutes Section 9-612(g) (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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this Agreement.
- E. In accordance with Public Act No. 13-162, effective October 1, 2013, if this Agreement is a Large State Contract, as defined in Conn. Gen. Stat. § 4-250, this Agreement shall not become effective until the Second Party has completed and furnished to the CAA the certification form entitled "OPM Iran Certification Form 7" which is available on the Web site of the Office of Policy and Management at [www.ct.gov/opm](http://www.ct.gov/opm).
- F. Campaign Contribution Restrictions: For all state contracts, as defined in Connecticut General Statute § 9-612(g)(1)(C), 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State Consultants of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 10 attached.
- G. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February

15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. If Executive Order 7C is applicable, it is deemed to be incorporated into and are made a part of the Agreement as if it had been fully set forth in it. At the Second Party's request, the CAA shall provide a copy of these orders to the Second Party.

- H. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in the Connecticut Airport Authority Ethical Conduct Policy, dated December 16, 2013, a copy of which is attached hereto and made a part hereof.
- I. The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows (for purposes of this section, "state" shall include the CAA):
  - (a) No person hired by the state as a consultant or independent contractor shall:
    - (i) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
    - (ii) Accept another state contract which could impair the independent judgment of the person in the performance of the existing contract;
    - (iii) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.
  - (b) No person shall give anything of value to a person hired by the state as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the state would be influenced.