



May 7, 2015

**INVITATION FOR BID NO. 2015-009
REPLACEMENT OF TERMINAL A VESTIBULE DOORS
BRADLEY INTERNATIONAL AIRPORT**

INTRODUCTION

The Connecticut Airport Authority (CAA) is seeking bids for replacement of eight (8) existing Stanley automatic slide doors and eight (8) existing Stanley automatic swing doors at Terminal A, Bradley International Airport in Windsor Locks, CT. Work shall include the complete replacement of doors, frames, headers and thresholds for a complete project. All doors shall utilize existing door frame rough openings and 120 volt electrical power circuits. Field measurements shall be taken by bidders of door openings to assure proper sizing of replacements.

The CAA will conduct a **mandatory** pre-bid site tour at 10:00 a.m., on May 19, 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 2:00 p.m., May 27, 2015, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**(Vestibule Doors – IFB No.2015-009)**". 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.

Vendor must be able to commence service upon execution of contract. All prices quoted are to be FOB delivery location. Work must be completed within 120 calendar days of bid award CAA is tax exempt and a certificate will be supplied as required.

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

A handwritten signature in black ink, appearing to read 'Kevin A. Dillon', written over a horizontal line.

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

A handwritten signature in black ink, appearing to read 'Laurie A. Sirois', written over a horizontal line.

Laurie A. Sirois
Manager of Grants, Contracts and Procurement

PRE-BID MEETING REQUIREMENTS

The CAA will conduct a **mandatory** pre-bid site tour at 10:00 a.m. on May 19, 2015 at 334 Ella Grasso Turnpike, Suite 160, Windsor Locks, CT.

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-bid 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. The deadline to submit questions will be 2:00 p.m., May 21, 2015.

SPECIFICATIONS

This contract is for replacement of eight (8) existing Stanley automatic slide doors and eight (8) existing Stanley automatic swing doors at Terminal A building 85-571 Bradley International Airport in Windsor Locks, CT. Work shall include the complete replacement of doors, frames, headers and thresholds for a complete project. All doors shall utilize existing door frame rough openings and 120 volt electrical power circuits. It will be the bidder's sole responsibility to assure replacements properly fit and function in each location. Bidder shall provide all parts, labor and miscellaneous items necessary for the complete replacement of all doors. Demolition and disposal of existing materials shall be included.

New sliding doors system shall consist of two (2) fixed/stationary double panel doors and two (2) sliding double panel doors and must provide a minimum emergency egress (breakaway) opening of 96".

The CAA may elect to replace only the upper level or lower level doors at this time.

SUBMITTAL REQUIREMENTS:

Within 21 days of the Award, the contractor shall complete all required field measurements and submit completed shop drawings, sketches, catalog cuts, etc. of all dimensioning and materials to the CAA for approval which demonstrates compliance to the Contract.

The following specifications are identified as a basis for design. Alternates to the specified doors will be accepted provided they meet or exceed these requirements as determined by the CAA.

SCOPE OF WORK FOR SLIDE DOOR SYSTEM UPPER LEVEL

Furnish and install 4 Stanley Duraglide 2000 Series Bi-part Slide Door Systems or approved equal with the following features:

Rough opening approx. 94" high x 236" wide

Micro-processor control logic with automatic self-tuning.

Electro-mechanical belt drive operator.

Stanley motion sensor activation; 2 for Motion (Switchable between Uni-directional and Bi-directional)

Stan-Guard threshold safety presence sensor.

Doorway holding beam safety.

Keyed rotary power controls.

Standard hook bolt locking with key cylinder on exterior and thumb turn on interior.

Cylinder core shall be Corbin-Russwin 6-pin Interchangeable core.

Each door shall contain two panels separated by a mid-rail. Each panel should be prepared with a single, 5/8" clear tempered safety glass.

1 3/4" X 6" Jambs, 4" medium stile.

Continuous 4 1/2" recessed thresholds.

Finish shall be Clear Anodized Aluminum.

Sliding door panel breakout for emergency egress.

SCOPE OF WORK FOR SWING DOOR SYSTEM UPPER LEVEL

Furnish and install 4 pairs of Magic Force with Sentrex Automatic Swing Door Operating Systems with the following features:

36" medium stile doors, welded for additional support, 10" bottom rails.

5/8" clear tempered safety glass.

Finish shall be Clear Anodized Aluminum.

Micro-processor control logic with automatic self-tuning.

Electro-mechanical power open/spring close drive.

Soft start, soft stop logic, reverse on obstruction feature.

Continuously active Swing Guard LE Sensor safety system.

Stanley motion sensor activation.

Sentrex-3™ active infrared safety system

Keyed rotary power control.

Recessed 4 1/2" continuous thresholds, 2 side by side at exterior doors, 1 at interior doors.

Finger guards per ANSI standards.

SCOPE OF WORK FOR SLIDE DOOR SYSTEM LOWER LEVEL

Furnish and install 4 Stanley Duraglide 2000 Series Bi-part Slide Door Systems or approved equal with the following features:

Rough opening approx. 94" high x 236" wide

Micro-processor control logic with automatic self-tuning.

Electro-mechanical belt drive operator.

Stanley motion sensor activation; 2 for Motion (Switchable between Uni-directional and Bi-directional)

Stan-Guard threshold safety presence sensor.

Doorway holding beam safety.
Keyed rotary power controls.
Standard hook bolt locking with key cylinder on exterior and thumb turn on interior.
Cylinder core shall be Corbin-Russwin 6-pin Interchangeable core.
Each door shall contain two panels separated by a mid-rail. Each panel should be prepared with a single, 5/8" clear tempered safety glass.
1 3/4" X 6" Jambs, 4" medium stile.
Continuous 4 1/2" recessed thresholds.
Finish shall be Clear Anodized Aluminum.
Sliding door panel breakout for emergency egress.

SCOPE OF WORK FOR SWING DOOR SYSTEM LOWER LEVEL

Furnish and install 4 pairs of Magic Force with Sentrex Automatic Swing Door Operating Systems with the following features:

36" medium stile doors, welded for additional support, 10" bottom rails.

5/8" clear tempered safety glass.

Finish shall be Clear Anodized Aluminum.

Micro-processor control logic with automatic self-tuning.

Electro-mechanical power open/spring close drive.

Soft start, soft stop logic, reverse on obstruction feature.

Continuously active Swing Guard LE Sensor safety system.

Stanley motion sensor activation.

Sentrex-3™ active infrared safety system

Keyed rotary power control.

Recessed 4 1/2" continuous thresholds, 2 side by side at exterior doors, 1 at interior doors.

Finger guards per ANSI standards.

WORKING HOURS

All working hours shall be scheduled in advance between the Contractor and CAA representatives. Regular business hours are Monday through Friday 7:00 AM to 3:00 PM. The contractor will be required to protect the work area from public entry at all times unless otherwise directed by CAA representatives. The work areas are located on the public side of the facility in highly visible locations, work areas will be kept in a clean and orderly fashion as directed by CAA representatives. Only one entryway upper level and one entryway lower level will be closed at any time, closures will be coordinated with CAA representatives.

DISPOSAL OF OLD DOORS AND ASSOCIATED MATERIALS

Disposal of old doors and all other materials will be included with the bid price.

CONTRACTOR'S EMPLOYEES

The Contractor agrees that all work will be performed by and under the supervision of licensed, skilled, and experienced technicians who are employees of and supervised by the Contractor. The CAA retains the sole right to instruct the Contractor to remove designated employees from servicing this contract.

Prior the beginning of work the Contractor will submit to the Bradley International Airport Security Office for criminal investigation and security check the employees' names and other pertinent information required by the CAA that will service this contract.

The Contractor will be responsible for the personal conduct of his employees while on the premises. Contractor will remove any employee whose conduct is detrimental to the best interests of the CAA, general public, or the tenants. The CAA retains the sole right to make this determination.

TEMPORARY SECURITY BADGES

Prior the beginning of work the Contractor will submit to the Bradley International Airport Security Office for criminal and/ or security checks, the employees' name, DOB and place of birth and other pertinent information required by the CAA that will service this contract.

All persons working at the Airport are required to have and properly display at all times a valid temporary Airport Security Identification Badge (ID). The security badge will be issued at the beginning of each day and will be collected at the end of each day.

The CAA reserves the right to suspend and/or terminate security privileges of the Contractor's employees pending investigation for allegedly being 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.

**INVITATION FOR BID NO. 2015-009
REPLACEMENT OF TERMINAL A VESTIBULE DOORS
BRADLEY INTERNATIONAL AIRPORT
RESPONSE FORM**

Responses are **due no later than 2:00 p.m., May 27 2015**, Attention: Connecticut Airport Authority, 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.

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)

1. Upper Level Vestibule Doors \$ _____
(Amount in Numbers)

(Amount in Words)

2. Lower Level Vestibule Doors \$ _____
(Amount in Numbers)

(Amount in Words)

3. **Total Bid Amount** \$ _____
(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:

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 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.
- 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.
- 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.