CONNECTICUT AIRPORT AUTHORITY

November 3, 2016

REQUEST FOR PROPOSALS

GLYCOL RECOVERY SYSTEM CONSULTANT SERVICES

AT

BRADLEY INTERNATIONAL AIRPORT

Request for Proposal No. 2017-003

APPROVED:

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

APPROVED:

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 with all federal and state 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 consulting firms to perform an evaluation of the existing glycol collection and recovery system, as well as the processing and disposal operations at Bradley International Airport (BDL). Selected Consultant may also provide design and construction phase services of an updated or new system if required. The selected Consultant must have knowledge and experience in current airport deicing technologies, methodologies and processes. The Consultant must also have a demonstrated expertise designing glycol collection and processing systems; developing design schematics; environmental regulations and permitting. The selected Consultant must be qualified to provide services for the conceptual design, coordination, and preparation of contract documents and construction management associated with the application of the selected deicing fluid and implementation of the management, collection, treatment and ultimate disposal of the effluent.

REQUEST FOR PROPOSALS REQUIREMENTS

1. Font size shall not be any smaller than Arial 12 point, or equivalent.
2. CAA requires that the respondents keep the proposal to less than ten double sided 8 ½ x 11 pages (20 single sided in total).
3. The following items are not considered part of the proposal page count:
   - Table of contents;
   - Resumes must be no more than one page, single-sided. A maximum of five resumes of key staff;
   - Organizational Chart
   - Project sheets;
   - Dividers;
   - Cover letter (two pages, single-sided maximum). Proposers must include a phone number and e-mail address for the primary point of contact for this RFP.
   - Certificates of Insurance; and
   - Exceptions to PSA Form.
4. Proposals that do not follow these requirements may be deemed non-responsive and disqualified from the selection process.
5. Proposing firm shall submit one electronic and five printed copies (one of which must be unbound) together in a sealed envelope 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: BDL Glycol Implementation – Request for Proposal No. 2017-003

The proposal must be submitted no later than **2:00 p.m., November 30, 2016** eastern time. Late submissions will **not** be accepted.

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.

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

The term of the Professional Services Agreement (PSA) will be for three-years. This PSA will allow CAA to contract on a task-by-task basis for project specific assignments as needed. CAA reserves the right to issue additional Request for Proposals for individual assignments separate from this solicitation.

POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFP will be Laurie Sirois (Purchasing Agent). She may only be reached by e-mail, at procurement@ctairports.org. Questions concerning this RFP must be submitted writing via e-mail to procurement@ctairports.org no later than **2:00 p.m., November 23, 2016**. CAA responses to questions concerning this RFP may be shared with each responsive, proposing firm to ensure equal awareness of important facts and details. 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.

BACKGROUND:

Currently, the CAA operates a Glycol Recovery System on-site which collects and stores propylene glycol (PG) contaminated stormwater for recovery and recycling/reuse. During de-icing operations, PG contaminated stormwater is collected using a combination of active (glycol recovery vehicles) and passive (dedicated glycol collection drains) collection methods both at-gate and remotely. Once the glycol and stormwater mixture is collected, it is pumped into (two) million gallon tanks located on airport property. The contaminated stormwater is then treated through a combination of reverse osmosis filtration and an evaporative process to recover an approximately 50% concentration of propylene glycol mixture for further refinement and reuse/resale off-site. The wastewater by-product from filtration and distillate are pre-treated and discharged off-site via sanitary sewer.

SCOPE

The selected Consultant shall perform an evaluation of the existing glycol-contaminated stormwater collection, recovery, processing and disposal operations at BDL for preventing the release of glycol to nearby streams and watercourses surrounding the airport. The selected Consultant shall provide the CAA with comprehensive alternatives analysis, providing recommendations of alternative deicing fluids, materials, methods and/or technologies for the application of, recovery and subsequent processing and disposal of spent deicing fluids which may be more environmentally responsible or cost-effective; and identify areas in which the current system can be enhanced, modified or changed to improve protection of the environment, reduce long-term cost, and or capital investments. Contingent upon the results of the Study, the selected Consultant may, at the CAA's sole discretion, be tasked with providing design and construction phase services associated with any improvements and/or the implementation of a new system. This study should also evaluate and research the potential for funding alternatives and grant options. Please see Attachment One for additional information.

Project specific responsibilities may include, but are not limited to the following:

Evaluation Study:

- Scope and schedule development;
- Preparation of concepts and preliminary budgets; cost benefit analysis; recommendations for a preferred alternative;
- Coordination with various local, state and federal agencies; and design development;
- Assessment of current advancements in technology and system progressions in the systematic collection and processing of spent deicing and anti-icing fluid to determine areas in which improvements in efficiency can be made;
- Evaluation of potential alternative deicing and anti-icing materials. This analysis should include an examination of the cost as well as the environmental implications of the alternative; and
- Evaluation of the potential funding sources and grant opportunities available for implementing any proposed improvements.

Design Phase Services

- Prepare and produce concepts, as well as recommendations for a preferred alternative;
- Produce conceptual and final design drawings;
- Provide technical specifications for the design and implementation of improvements to the existing Glycol catchment and treatment facility, as well as the potential for the design of a new system, should the evaluation deem it necessary;
- Prepare project cost estimates throughout the design phase process;
- Provide assistance in the preparation of grants and bidding documents; and
- Provide assistance and recommendations during the bidding process

Construction Phase Services

- Provide construction oversight to include: conducting the preconstruction conference, reviewing shop drawings, processing change orders, assistance with grant reimbursements; and
- Provide Resident Inspection Services to include: field inspections, performing field tests, progress reports, reviewing of contractor payment requests and certified payroll, DBE compliance, developing and maintaining a construction quality plan, preparing as-built drawings along with project closeout data.

SELECTION CRITERIA

The RFP must include the following items:

Corporate Qualifications

1. Brief history of firm no more than one (1) page.
2. Previous experience if similar Studies/Projects. Project Sheets shall not be included if the project is more than ten (10) years old.

Experience/Performance on Previous Projects/ Services

1. Years of experience analyzing glycol-recycling efforts from spent deicing fluid collected from airport facilities (provide supporting details).
2. Knowledge of established treatment technology(ies) (provide explanation of the technologies used, collection/processing information, etc.).
3. Experience in designing and provided construction oversight for glycol collection and treatment at equivalent airports.
4. Experience in using alternative deicing fluids, materials, methods and/or technologies, including collection, treatment, and disposal (provide explanation of the technologies used, collection/processing information, etc.).
5. Understanding of Reverse Osmosis systems in conjunction with other processing equipment, to assess the efficiency of the current processing system.
6. Demonstrated ability including the programmatic design layout of a deicing facility at comparable-sized airports.
7. List of facilities designed and/or constructed by the Consultant for the treatment and disposal of aircraft deicer (provide supporting details, including references).
8. Experience at airports (provide supporting details, including references).
9. Knowledge of possible alternative funding sources.

Other Required Information

1. Provide a listing of all known sub-consultants which may be part of the team. Including responsibilities and qualifications for each sub-consultant
2. Provide listing of proposed DBE firms with certification numbers and expiration dates and area of involvement by each firm, as necessary.

3. Exceptions to Professional Service Agreement (PSA), if any. (see attached form). This form must be included in the proposal document

Selection of the Consultant will be based on the evaluation criteria specified in the selection below, without reference to cost fees or man-hours. **Consultant shall not include or make reference to cost, fees or man-hours in any response to this request.**

EVALUATION CRITERIA

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

1. Necessary experience, organization, technical managerial staff to carry out this project in a timely and efficient manner.

2. Adequate record of performance on similar projects related to deicing at comparable airports, verifiable through references.

3. Knowledge of alternative deicing fluids, materials, methods and or technologies for the application of, recovery and subsequent processing and disposal of spent deicing fluids.

4. Familiarity with permitting requirements, economic impacts on construction costs and demonstrated experience with federal and state permitting authorities.

5. Commitment to include Disadvantaged Business Enterprise (DBE) firms on the team in order to meet or exceed the project participation goal.

PROFESSIONAL SERVICE AGREEMENT

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

INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

a. General Liability limits of $1 million per occurrence.

b. Motor Vehicle Liability Insurance with limits of $1 million, per occurrence.

c. Worker's Compensation coverage to Connecticut statutory limits or documentation evidencing an approved self-insurance program.

d. Umbrella Liability limits of $10 million excess of $1 million primary layer for airfield services, otherwise $5 million.

e. Errors and Omissions Coverage with minimum limits of $1,000,000 per occurrence.

The CAA shall be named as additional insured on all policies of with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

SMALL BUSINESS/MINORITY BUSINESSS ENTERPRISE PARTICIPATION

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

EMERGENCY STANDBY FOR GOODS AND/OR SERVICES

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

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT

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

certify that I have no exceptions to the Professional Services Agreement as presented for work associated with RFP No. 2017-003 "Glycol Processing"

_____ _____
SIGNATURE OF PROPOSER DATE

OR

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

request the following exceptions to the Professional Services Agreement as presented for work associated with RFP No. 2017-003 "Glycol Processing"

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
SIGNATURE OF PROPOSER DATE

THE CONNECTICUT AIRPORT AUTHORITY

CONNECTICUT AIRPORT AUTHORITY

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Consultant Name)
PSA Number: (Contract No.)

This Standard Professional Services Agreement ("Agreement") is made this _____ (day) of _____, 20__ ("Effective Date") by and between **The Connecticut Airport Authority** ("CAA"), through its Executive Director, Kevin A. Dillon, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut under Chapter 267B of the Connecticut General Statutes ("Conn. Gen. Stat."), having its business address as:

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

and **(Consultant Name)** ("Consultant"), through its Principal, (NAME), having its business address as:

(Consultant Name/Address).

The CAA and the Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, the CAA seeks the services of an (TYPE) Consultant; and,

WHEREAS, the Consultant is a qualified party for this purpose.

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

1. **Task Orders and Scope of Services.** Task Orders, in the general form shown on Exhibit "A", shall be used to describe the parties' mutual agreement on the scope of services, schedule, compensation and any other particulars ("Task Orders"). Task Orders shall be submitted electronically in applicable MicroSoft applications (Word, Excel, etc.) to both the CAA's Manager of Grants, Contracts and Procurement, and the CAA's designated Project Manager. Task Orders are binding only after acceptance and execution by duly authorized representatives of

both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall govern.

2. **Period of Performance.** The CAA agrees to retain the Consultant, and the Consultant agrees to perform the work under this Agreement, beginning MONTH XX, 20XX and ending on MONTH XX, 20XX ("Period of Performance"). The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by the CAA and the Consultant. However, if a Task Order requires Consultant to perform services after the last date of the Period of Performance, the terms of this Agreement will be automatically extended and be co-terminus with any Task Order that may be in effect on the last day of the Period of Performance.

3. **Coordination between CAA and Consultant.** Continuing coordination and communication shall be maintained between Consultant and CAA to ensure the timely completion of the Services. To expedite such coordination and communications, the Consultant shall submit all other contractual related items (i.e. scopes, fees, personnel revision requests, invoices, etc.) in writing to the Manager of Grants, Contracts and Procurement. Consultant shall direct all correspondence, progress reports, requests for information or assistance and other materials to the Project Manager

   The Consultant's designee, identified on the applicable Task Order, shall serve as the representative of Consultant for the Services and he/she or another Consultant staff member acceptable to CAA shall attend all meetings upon the reasonable request of CAA.

4. **Personnel.** Consultant represents that it has, or will obtain at its sole cost and expense, all personnel required to perform the Services required under this Agreement and all Task Orders issued hereunder. Any and all persons engaged by Consultant to perform the Services shall be considered employees of Consultant, not CAA. Consultant's personnel or those of its subcontractors or subconsultants, shall be specifically identified in a Task Order and are considered essential to performance and may not be removed or replaced without the prior written approval of the CAA Manager of Grants, Contracts and Procurement. All personnel employed or engaged by Consultant shall possess the necessary skills for performance under this Agreement. Consultant will at all times enforce proper discipline and good order among the personnel under its control or supervision.

5. **Time is of the Essence.** The parties hereto agree that time is of the essence with respect to any deadline or schedule set forth in this Agreement or any Task Order.

6. **Compensation.** CAA agrees to pay Consultant an amount in accordance with the Fee Arrangements set forth on Exhibit "C" and each Task Order. Overtime is not permitted, unless required by law and will not be eligible for overhead and profit mark-up.

7. **Payment.** The specific method of payment for Services to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit "C" or as separately established by Task Order. CAA shall pay Consultant in accordance with monthly invoices to be submitted by Consultant. Invoices for time and material type contracts shall cover Services performed during the preceding month and shall be for an amount calculated from the actual number of hours expended on the work by each staff member and the hourly rates specified in Attachment "D-1" to Exhibit "C". Invoices for lump sum type contracts shall be based on percent complete of total project.

Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Attachment "D-2" to Exhibit "C". Subconsultants are to be considered as a direct expense when invoicing. No Consultant mark-up will be allowed for subconsultant services.

From the total of the amount determined by CAA to be payable on an invoice, CAA shall deduct two and one-half percent (2.5%) or as set forth in Exhibit "C", to be held as retainage and paid by CAA upon completion of the Task Order.

CAA shall pay Consultant invoiced amounts within thirty (30) days after the date CAA deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 15th of the month or the next business day should the 15th of the month fall on a weekend or State of Connecticut recognized holiday. Invoices shall be accompanied by supporting documentation as required by CAA. The CAA reserves the right to return invoices for resubmittal or make applicable adjustments as it deems appropriate.

8. **Insurance**. Consultant shall maintain the insurance coverages specified on Exhibit "D" during the term of this Agreement.

9. **Subcontracting or Assignment.** Without limiting the ability of Consultant to hire subconsultants or subcontractors in accordance with this Agreement, CAA shall have the right to require Consultant to engage subconsultants or subcontractors (reasonably acceptable to Consultant) to perform any of the work required for the successful completion of the Services or any Task Order under this Agreement.

In the event that Consultant proposes to engage a subconsultant or subcontractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each subconsultant or subcontractor performing the task and a detailed description of the work to be performed by each subconsultant or subcontractor. Reference to any subconsultant or subcontractor in an approved Task Order executed in accordance with this Agreement shall be deemed written approval by CAA of the subconsultant or subcontractor, but only insofar as and to the extent that the work to be performed by the subconsultant or subcontractor is described in such Task Order.

Except as authorized above, none of the services to be provided by Consultant pursuant to this Agreement shall be subcontracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of CAA, such approval to be at CAA's sole discretion.

Consultant shall enter into a written agreement with each such subcontractor or subconsultant pursuant to which each such subcontractor or subconsultant agrees to be bound by the terms and conditions of this Agreement. CAA shall have right to obtain a copy of any proposed subcontract upon request.

10. **Independent Consultant.** The Consultant understands that it is acting as an independent Consultant and shall not hold itself out as representing or acting in any manner on behalf of the CAA except as provided within the Scope of Work of the Agreement, or any individual Task Order between the CAA and the Consultant.

11. **Small Business/Minority Business Enterprise (SBE/MBE).** In connection with the performance of this Agreement, Consultant shall cooperate with CAA in meeting its commitments and goals with respect to the maximum utilization of Small Business/Minority Business Enterprises (SBE/MBE) on each Task Order. The established set aside goals for SBE/MBE participation, if required, will be established in each individual Task Order.

    On a monthly basis, in such form as CAA may require, Consultant shall provide a written report setting forth the efforts undertaken by Consultant to comply with the requirements of this section and the level of participation of SBE/MBE in the work undertaken pursuant to each Task Order. Such report shall accompany the monthly invoices for payment submitted by Consultant.

12. **Disclosure of Information** Consultant will treat information CAA provides to Consultant in the course of Consultant fulfilling the requirements of this Agreement as confidential and use it only in performing services for CAA. Consultant represents that it has implemented and maintains commercially reasonable and appropriate security measures to protect sensitive information from unauthorized use or disclosure. CAA records CAA provided to Consultant will remain CAA's property and will be returned to CAA upon request. However, Consultant may retain copies of such records to the extent required in the ordinary course of Consultants' business or by law. All documents, data, plans, reports and other materials prepared by Consultant under this Agreement shall become the property of CAA and, at CAA's option, shall be provided to CAA in the electronic medium specified by CAA (provided Consultant has such capability); provided, however, that Consultant shall have the right to retain copies of such documents and other materials for its records. CAA is subject to the Connecticut Freedom of Information Act (Connecticut General Statutes §1-210 et seq.), "FOIA" and may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. At the time of disclosure, Consultant shall identify in writing such information that it seeks to remain proprietary and confidential, including the rationale and explanation for its claim that the submitted information

should be exempt from disclosure under FOIA. Upon request for disclosure by a third party, CAA will make an independent determination as to whether such information is subject to disclosure under FOIA. If the CAA determines the information is exempt from disclosure, and a complaint is brought to the Connecticut Freedom of Information Commission, the Consultant shall cooperate with the State in defense of that action. If CAA determines that such information is subject to disclosure, CAA shall have the right to disclose such information without providing prior notice to Consultant. Consultant shall hold CAA harmless and indemnify CAA from any claims, suits or actions (including reasonable attorney fees incurred by CAA) brought against CAA by Consultant, any affiliate, parent or subsidiary of Consultant or any third party relating to or arising out of the disclosure of any material by CAA, whether disclosed intentionally, negligently or otherwise, which Consultant claims or asserts is not subject to disclosure under the Connecticut Freedom of Information Act.

13. **Notices.** Except as provided for otherwise herein, all notices, requests, demands and other communications required or permitted pursuant to this Agreement shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage prepaid and addressed as follows:

To CAA:	Kevin A. Dillon, A.A.E. Executive Director The Connecticut Airport Authority Bradley International Airport Administration Office Terminal A, 3rd Floor Windsor Locks, CT 06096
With copy to:	General Counsel The Connecticut Airport Authority Bradley International Airport Administration Office Terminal A, 3rd Floor Windsor Locks, CT 06096 Manager of Grants, Contracts & Procurement The Connecticut Airport Authority 334 Ella Grasso Turnpike Suite 160 Windsor Locks, CT 06096
To CONSULTANT:	(ENTER CONSULTANT NAME) **(CONTACT NAME/TITLE/ADDRESS)**

or to such other person or address as either party may specify by notice given as provided.

14. **Termination.** This Agreement may be terminated by either party upon written notice in the event of default under this Agreement by the other party; provided, however, the non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.

CAA may terminate or suspend performance of this Agreement for CAA's convenience upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to CAA, and CAA shall pay Consultant for Services performed.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Order, and without terminating or otherwise affecting this Agreement as a whole.

15. **Indemnification and Limited Liability.** The Consultant agrees to indemnify and hold harmless the CAA, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's intentional acts, reckless conduct or negligence while performing services under this Agreement and that of its principals, employees, agents or subconsultants or anyone for whom the Consultant is legally liable.

Except as otherwise set forth in this Agreement, neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind, related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

16. **Quality of Service.** The Consultant shall perform the work with the care, skill, and diligence of those in its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or work furnished under this Agreement. If the Consultant fails to meet applicable professional standards, the Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product/work furnished under this Agreement.

17. **Severability.** In the event that one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, said provision(s) shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall remain in full force and effect and shall be interpreted in such a manner so as to give the greatest possible effect of the original intent and purpose of the Agreement. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed

by limiting and reducing it to be enforceable to the maximum extent permitted by law.

18. **Software Property Rights.** All software products originally developed by the Consultant or product modifications/enhancements, for purposes of its performance under this Agreement, or any Task Order, are, and shall remain, the property of the CAA and all right, title and interest therein shall vest in the CAA and they shall be deemed "works for hire" created in the course of the Consultant's performance hereunder. To the extent that title to the work product does not, by operation of law, vest in the CAA or the work product is not considered work made for hire, the Consultant hereby grants, transfers, conveys and assigns to the CAA, its successors or assigns, the entire title, right, interest and ownership and all subsidiary rights in and to the work product.

    The Consultant hereby grants the CAA, at no additional cost, rights to copy and modify and use any work product.

    The Consultant shall have no liability for any infringement claim or proceeding based on the CAA's use of a licensed software product in a manner for which it was neither designed nor intended; provided, however, that the Consultant will be liable for such an infringement claim if the Consultant has knowledge of such inappropriate use and has failed to provide written notification thereof to the CAA.

19. **Audits.** CAA shall have the right, through its representatives, and at all reasonable times, to inspect, examine, copy, and audit such books and records and all documents related to any work that falls under this contract. The originals of all such records and documents shall be made available to CAA at its offices during the contract term. Consultant will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for CAA's inspection in printed form, for a period of not less than three (3) years following the latter of final payment for services, or contract completion.

20. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing and as executed by the Parties.

21. **Governing Law.** The parties deem the Agreement to have been made in the City of Windsor Locks, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. For the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

22. **State Contracting Obligations.** The Consultant understands and agrees that the CAA is a Quasi-Public Agency of the State of Connecticut and therefore must comply with certain provisions of the Connecticut General Statutes. These Statutes provide that every contract to which a political subdivision of the state other than a municipality is a party must contain the provisions below. The Consultant understands and agrees that this Agreement is such a contract. Accordingly, for purposes of this Agreement, the Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 24. For purposes of this Section 24, Contract and Agreement shall have the same meaning.

A. 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."

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.

B. 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.

C. 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.

D. 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."

E. 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.

F. 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.

G. 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.

H. 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 Orders 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.

I. 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.

J. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

FOR THE CAA	**FOR THE CONSULTANT**
By: _____ **Kevin A. Dillon, A.A.E.** **Executive Director**	**By:**_____
Date: _____	**Date:**_____

Exhibit "A"

SAMPLE TASK ORDER

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

This Task Order is made as of this **_____(day) of _____, 20XX** under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Connecticut Airport Authority ("CAA") and **(ENTER CONSULTANT NAME)** ("CONSULTANT").

Introduction

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

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

LIST DELIVERABLES

Section B. – Schedule

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

LIST MILESTONE DATES FOR SCHEDULE

Section C. – Compensation

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

ENTER PAYMENT TERMS (TO INCLUDE AMOUNT OF RETAINAGE) OR CROSS EXHIBIT D TO AGREEMENT

Section D. – SubConsultants

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

LIST SUBCONTRACTORS AND BUDGET INFORMATION

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

Section E. – Proposed Organization

E.1 The following staff members are authorized to perform work under this Task Order at the agreed to hourly rate in Attachment A of this Task Order, to include overhead and profit.

LIST NAME AND TITLE OF PROPOSED STAFF

E.2 The following optional staff members are approved by reference only to perform work under this Task Order if prior approval in writing by the CAA has been received. The addition of these staff members does not constitute approval of changes in the previously agreed upon fee.

Section F. – CAA's Responsibilities

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

DEFAULT TO CONTRACT TERMS

Section G. – Other Provisions

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

ENTER OTHER PROVISIONS

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

CONNECTICUT AIRPORT AUTHORITY	(ENTER CONSULTANT NAME)
By: _____	By: _____
Name: Kevin A. Dillon, A.A.E.	Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Exhibit "B"

TASK ORDER No. 1

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

This Task Order is made as of this **_____(day) of _____, 20XX,** under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Connecticut Airport Authority ("CAA") and **(ENTER CONSULTANT NAME)** ("CONSULTANT").

Introduction

Section A. – SERVICES

A.1. CONSULTANT shall perform the following services:

(ENTER DETAILED SCOPE OF SERVICES)

(Collectively, "SERVICES").

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

LIST DELIVERABLES

Section B. – Schedule

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

LIST MILESTONE DATES FOR SCHEDULE

Section C. – Compensation

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

ENTER PAYMENT TERMS (TO INCLUDE AMOUNT OF RETAINAGE) OR CROSS EXHIBIT D TO AGREEMENT

Section D. – SubConsultants

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

LIST SUBCONTRACTORS AND BUDGET INFORMATION

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

Section E. – Proposed Organization

E.1 The following staff members are authorized to perform work under this Task Order at the agreed to hourly rate in Attachment A of this Task Order, to include overhead and profit.

LIST NAME AND TITLE OF PROPOSED STAFF

E.2 The following optional staff members are approved by reference only to perform work under this Task Order if prior approval in writing by the CAA has been received. The addition of these staff members does not constitute approval of changes in the previously agreed upon fee.

Section F. – CAA's Responsibilities

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

DEFAULT TO CONTRACT TERMS

Section G. – Other Provisions

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

ENTER OTHER PROVISIONS

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

CONNECTICUT AIRPORT AUTHORITY	(ENTER CONSULTANT NAME)
By: _____	By: _____
Name: Kevin A. Dillon, A.A.E.	Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Exhibit "C"

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

FEE ARRANGEMENTS

1. **(ENTER CONSULTANT's NAME) ("**Consultant**")** fee to perform professional services set forth on an approved Task Order in conjunction with the Agreement shall be invoiced on a not-to-exceed, time and materials basis and at the employee's actual hourly rate, not to exceed the approved billable rates caps (see Attachment "D-1") used to perform the work, except in the case of a lump sum Task Order.

2. Reasonable out-of-pocket expenses for telephone calls, computer services, transportation and subsistence, reproduction of reports, express delivery and other services and materials, to include subconsultant services will be billed at their actual cost, and in compliance with Attachment "D-2".

3. Prior to initiating any work for Services under this Agreement, Consultant shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and a fee based on the approved billing rates and reimbursables specified in the Agreement. Consultant will only proceed when CAA provides written notice to do so.

4. Invoices are due on the 15th of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Exhibit "D"

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

INSURANCE REQUIREMENTS

1. Consultant shall carry and maintain in full force and effect for the duration of this Agreement, any supplements thereto, the insurance specified below. Consultant shall submit to CAA a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by Consultant, CAA may consider the firm non-responsive and may terminate this Agreement.

2. The same insurance coverage shall be provided by or on behalf of all subconsultants and subcontractors engaged hereunder.

3. Consultant (and all subconsultants and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:

   (DEFAULT TO TERMS SPECIFIED IN THE RFP)

4. CAA shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

Exhibit E

FEDERAL PROVISIONS AND CLAUSES

CONSULTANT, by execution of this Agreement certifies that:

1. **Access to Records and Reports.** CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the CAA, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. **Buy American Preferences.** CONSULTANT agrees to comply with 40 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP eligible projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

3. **Civil Rights (General).**

   (a) CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

   (b) This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

   (c) This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

   (d) In these cases the provision obligates the party or any transferee for the longer of the following periods:

(i) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(ii) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

4. **Civil Rights (Title VI).** During the performance under this AGREEMENT, CONSULTANT, for itself, its assignees, and successor in interests, agrees as follows:

(a) **Compliance with Regulations**. CONSULTANT shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities listed below in Section 2. b. vii. ("Regulations") as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this AGREEMENT.

(b) **Nondiscrimination.** CONSULTANT, with regard to the SERVICES performed by it during the term of this AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(c) **Solicitations for Subcontracts.** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) **Information and Reports.** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to CAA or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance.** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT,

CAA shall impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(i) withholding of payments to CONSULTANT under this AGREEMENT until CONSULTANT complies, and/or

(ii) cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

(f) **Incorporation of Provisions**. CONSULTANT shall include the provisions of 2.b. (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as CAA or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States or CAA.

(g) **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**. During the performance of this Agreement, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

(i) **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5. <u>Disadvantaged Business Enterprise (DBE).</u>

(a) In connection with the performance of this Agreement, Consultant shall cooperate with CAA in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs) on each Task Order. Consultant shall use reasonable efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant and subcontractor work under each Task Order in accordance with CAA'S requirements relating to disadvantaged businesses. The stated goal for DBE participation under this Agreement is thirteen point ten percent (13.10%).

(b) On a monthly basis, in such form as CAA may require, Consultant shall provide a written report setting forth the efforts undertaken by Consultant to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this Agreement. Such report shall accompany the monthly invoices for payment submitted by Consultant.

(c) **Contract Assurance (§ 26.13).** The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(d) **Prompt Payment (§26.29**)- CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10)days from the receipt of each payment the CONSULANT receives from the CAA. The CAA agrees further to return retainage payments to each subcontractor within ten (10) {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CAA. This clause applies to both DBE and non-DBE subcontractors.

7. **Federal Fair Labor Standards Act (Federal Minimum Wage).** CONSULTANT agrees to abide by the federal minimum wage provisions contained in the Fair Labor Standards Act (29 USC 201). CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. CONSULANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

8. **Lobbying and Influencing Federal Employees.** CONSULTANT certifies by executing this Agreement, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9. **Occupational Safety and Health Act of 1970.** CONSULTANT agrees to abide by the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULANT has full responsibility to monitor compliance to the referenced statute or regulation. CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

10. **Rights to Inventions.** All rights to inventions and materials generated under this Agreement are subject to requirements and regulations issued by the FAA and the CAA of the Federal grant under which this contract is executed.

11. **Trade Restriction.**

    (a) Consultant is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United State Trade Representatives (USTR).

    (b) Consultant has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

    (c) Consultant has not procured nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

    (d) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor who is unable to certify the above. If Consultant knowingly procures or subcontracts for the supply of any products or services of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through CAA, cancellation of the contract at no cost to the Government.

    (e) Further, Consultant agrees, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

    (f) Consultant shall provide immediate written notice to CAA if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

The subcontractor agrees to provide written notice to Consultant if at any time it learns that its certification was or has become erroneous by reason of changed circumstances.

(g) This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that Consultant or its subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the CAA, cancellation of the contract or subcontract for default at no cost to the Government.

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

12. Termination of Contract (Additional Rights).

(a) The CAA may, by written notice, terminate this contract in whole or in part at any time, either for the CAA's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the CAA.

(b) If the termination is for the convenience of the CAA, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

(c) If the termination is due to failure to fulfill the CONSULTANT's obligations, the CAA may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT is liable to the CAA for any additional cost occasioned to the CAA thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the CAA had not so failed, the termination will be deemed to have been effected for the convenience of the CAA. In such event, adjustment in the contract price will be made as provided in paragraph b of this clause.

(e) The rights and remedies of the CAA provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

13. Debarment and Suspension.

(a) By submitting a bid/proposal under this solicitation, for this Agreement, CONSULTANT certifies that at the time the CONSULTANT submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

(b) The CONSULTANT, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The CONSULTANT will accomplish this by:

(i) Checking the System for Award Management at website: http://www.sam.gov;

(ii) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above; and

(iii) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

14. Breach of Contract Terms. Any violation or breach of terms of this Agreement on the part of the CONSULTANT or its subcontractors or subconsultants may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

15. Clean Air and Water Pollution Controls. CONSULTANT agrees to the following as it relates to any Task Order that exceeds $100,000:

(a) That any facility to be used in the performance of the Agreement or subcontract or to benefit from the Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

(c) That, as a condition for the award of this Agreement, the CONSULTANT or subcontractor/subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Agreement is under consideration to be listed on the EPA List of Violating Facilities;

(d) To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

16. Contract Hours and Safety Standards Act Requirements. CONSULTANT agrees to the following as it relates to any Task Order that exceeds $100,000:

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) above.

(c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the CAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONSULTANT or subcontractor/subconsultant under any such Agreement or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) above.

(d) Subcontractors. The CONSULTANT or subcontractor/ subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor/ subconsultant to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subcontractor/subconsultant or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

17. **Veteran's Preference.** In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

18. **Ban on Texting When Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the CONSULTANT is encouraged to:

(a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the CAA.

(i) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(b) The CONSULTANT must insert the substance of this clause on banning texting when driving in all subconsultant and subcontractor agreements.

19. Trafficking in Persons.

(a) Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

(i) Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
(ii) Procuring a commercial sex act during the period of time that the agreement is in effect; or
(iii) Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

(b) In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity —

(i) Is determined to have violated the Prohibitions; or
(ii) Has an employee who the CAA determines has violated the Prohibitions through conduct that is either:

a. Associated with performance under this agreement; or
b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

ATTACHMENT 'D-1'

FEE SUMMARY

ATTACHMENT 'D-2'

The following has been established as acceptable expenses incurred while conducting CAA business. It is recognized and anticipated that on certain occasions, circumstances may warrant deviations. In such cases, prior written approval must be obtained by the CAA.

Receipts must be submitted for all expenses. Documentation shall include detailed receipts for all expenses (credit card receipts are **NOT** acceptable). Reimbursable expenses may include the following:

- The cost of travel. Modes of transportation that will adequately accommodate travel scheduling requirements and that are the most direct and cost effective to CAA. The cost of air transportation shall not exceed the cost of coach airfare. Airfare will only be reimbursed up to the cost of coach airfare shown on the ticket, and not on the basis of any frequent flyer agreement.
- Employees will be reimbursed for the use of personal vehicles at the GSA approved rate.
- Ground transportation includes taxis, rental cars, buses and trains.
- CAA will reimburse up to a full size automobile rental when other means of ground transportation would not be deemed cost effective.
- Parking costs, tolls, and other similar fees.
- Consultants conducting business at Bradley Airport should park in the short term parking garage and have their tickets validated by CAA Staff. CAA will not reimburse for parking at Bradley Airport.
- All lodging will be at the single occupancy rate and must be supported and documented with detailed hotel receipts.
- CAA will pay for reasonable meals and tips. If tips are given, the amount should be reflected on the receipt for the meal.
- Receipts for alcoholic beverages are NOT reimbursable.
- All travel and expense reports must be submitted for payment within one (1) month of the travel or expense.
- CAA reserves the right to refuse payment of expenses submitted after one (1) month of being incurred.

Expenses that will be **disallowed** may include, but are not limited to the following:

- Unreasonable expenses, including meals, tips, lodging and transportation.
- Late fees, interest and/or finance charges due to untimely payments.
- Expenses submitted without a receipt.
- Expenses submitted with only credit card receipts.
- Mileage over and above the lesser of; mileage from Consultant Connecticut offices to Bradley or mileage from a Consultant's employee's home to Bradley.

- CAA will only reimburse for either gas or mileage, not both.
- Rental of vehicles without detailed supporting documentation.
- Badging deposits paid to CAA.
- Any licensing and/or training fees for Consultant's employees.
- Minimum order charges for recurring expenses.
- Expenses that are not specified for and/or associated to the Project, such as Annual Independent Audits.
- Tips and taxes that are not reduced by the cost of alcohol.

Appendix A

(OPM Ethics Form 1)

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Appendix A

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this day of , 20

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

(OPM Ethics Form 3)

STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

STATE OF CONNECTICUT

CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of $50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

_____
Contractor Name

_____
Awarding State Agency

State Agency Official or Employee Signature	Date
Printed Name	Title

Sworn and subscribed before me on this day of , 20

Commissioner of the Superior Court or Notary Public

My Commission Expires

(OPM Ethics Form 5)

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Appendix A

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

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

_____ _____ _____
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court or Notary Public

_____
My Commission Expires

(OPM Ethics Form 6)

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

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INSTRUCTIONS:

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

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature _____ Date _____

Printed Name _____ Title _____

Firm or Corporation (if applicable) _____

Street Address _____ City _____ State ____ Zip ____

Awarding State Agency _____

CODE OF ETHICS POLICY

POLICY NO. 2013 – HR05	DEPARTMENT: HUMAN RESOURCES	CONNECTICUT AIRPORT AUTHORITY
APPROVED BY: CAA BOARD	EFFECTIVE DATE: 12/16/2013 UPDATED:	BOARD APPROVAL DATE: 12/16/2013 PAGES: 8

Background:

The Connecticut Airport Authority (CAA) is committed to the highest ethical standards by its Board of Directors, managers and employees (members). This Ethical Conduct Policy (policy) is intended to establish and maintain high standards of honesty and integrity for all members of the CAA. Individuals in public service occupy roles and positions of trust and responsibility that require them to adhere to the highest ethical standards. Ethical conduct and the avoidance of even the appearance of impropriety are extremely important in the relationships that members of the CAA have with the public, other governmental organizations and representatives, and tenants, lessees and contractors, whether they be current or potential.

Policy:

This policy is intended to provide guidance to CAA members in determining what conduct is prohibited so that it may be avoided. It is intended to supplement the Connecticut Code of Ethics for Public Officials (Code) and other applicable provisions of the Connecticut General Statutes. A very useful resource for members of the CAA with regard to the Code is the guide prepared and updated annually by the Office of State Ethics (OSE). It may be found on the Internet at:

http://www.ct.gov/ethics/lib/ethics/guides/2012/public_officials_and_state_employees_guide_december_2012_rev.pdf

The provisions of this policy represent the minimum expectations for compliance by members of the CAA. Since it is impossible to articulate in a policy such as this each and every type of issue that may arise for CAA members, they are encouraged to raise questions with the Executive Director, the Human Resources Director, who is also the CAA's Ethics Liaison, their supervisor or manager, or the OSE.

It is expected that all members of the CAA will comply with the provisions contained within this policy and the Code. Violations of these provisions may subject a member to administrative and/or disciplinary sanctions.

A copy of this policy will be provided to each member of the CAA and will be posted on the CAA's Internet and Intranet sites. It will also be included among the materials provided to all new members of the CAA. Finally, the CAA will make this policy available to all vendors, lessees, tenants, contractors and other business entities doing business with the CAA.

I. Gifts and/or Payments

No member of the CAA or member of his/her immediate family,(spouse, child, child's spouse, parent, sibling) shall either individually or as a member of a group, directly or indirectly, accept or solicit any gift, discount or gratuity from any restricted donor as defined by the Code, including any registered lobbyist or lobbyist's representative; any person or organization that currently has or is seeking or expected to have a business relationship with the CAA or anyone acting on behalf of such a person or organization; or, contractors pre-qualified by the Connecticut Department of Administrative Services. A gift is anything of value that a CAA member or member of his/her immediate family directly and personally receives for which they have not paid fair market value and which is not generally available to the public or through contractual agreements with the CAA or other governmental entities. Included among these items are luncheon and/or dinner payments; golfing fees; costs or fees for social events; travel or airline ticket discounts; bottles of liquor; and, concerts and sporting event tickets. This list should not be considered to be all-inclusive.

There are certain exceptions to the definition of a gift that are recognized by the CAA:

1. Token items such as pencils, ballpoint pens and similar items used as promotional giveaways provided the fair market value of an individual item is not more than ten (10) dollars and that the aggregate value of all things given from a single source in any calendar year does not exceed fifty (50) dollars.

2. Admission to a charitable or civic event, including food and beverage provided at the event, but excluding lodging or travel expenses, at which the member participates in his/her official capacity, if the amenities are provided by the primary sponsoring agency.

3. Goods and services that are provided to the CAA for use on CAA property or that support an event, and which facilitate CAA action or functions.

4. A certificate, plaque or other ceremonial award provided the cost does not exceed one hundred (100) dollars.

5. A rebate, discount or promotional item available to the general public.

6. A gift received from (a) an individual's spouse, fiancé or fiancée; (b) the parent, brother or sister of such spouse or such individual; (c) the child of such individual or the spouse of such child.

7. A political contribution otherwise reported by law or a donation or payment as described by subdivision (9) or (10) of subsection (b) of section 90-601a.

8. Anything of value provided by an employer of (a) a public official, (b) state employee, or (c) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily provided to others in similar circumstances.

9. Training that is provided by a vendor for a product purchased by the CAA or another state agency on behalf of the CAA which is offered to all customers of such vendor.

Different rules apply to gifts that are offered or solicited from persons or organizations outside the CAA than to gifts offered or accepted among members of the CAA. With respect to gifts between/among CAA members, no CAA member or member of his/her immediate family may give to or receive from a subordinate a gift costing one hundred (100) dollars or more. Similarly, a subordinate may not give or receive such a gift from his/her supervisor. This prohibition extends to all persons in one's chain of command, not just an immediate supervisor or subordinate. There is an exception for a "major life event" as defined in the Code. These events include the birth or adoption of a child; a wedding; a funeral; a ceremony commemorating induction into religious adulthood; and, one's retirement from state or CAA service. In these cases, the value of the gift may not exceed one thousand (1,000) dollars. It is not permissible for employees to pool their funds to purchase a gift costing more than one hundred (100) dollars or more for a supervisor or subordinate, or over one thousand (1,000) dollars if the gift is for a major life event.

A CAA member may receive from a sponsor or vendor organization payment or reimbursement for necessary expenses only if he/she, in his/her official capacity, actively participates in an event (i.e. giving a speech or presentation, running a workshop, etc.).

Necessary expenses are limited to:

1. Travel (coach or economy class)

2. Lodging (standard cost of room for the nights before, of, and immediately following the event)

3. Meals

4. Related conference/event expenses

Entertainment costs (i.e. tickets to sporting events, golf outings, night clubs, etc.) are not necessary expenses. Necessary expense payments also do not include payment of expenses for family members or other guests. A CAA member may not receive a fee or honorarium for a speech or presentation given in his/her official capacity.

Within thirty (30) days of receiving payment or reimbursement from sponsoring/vendor organization for necessary expenses for lodging or out-of-state travel, as a member of the CAA you must file an ETH-NE form with the OSE. This form is available on the OSE's website: http://www.ct.gov/ethics/cwp/view.asp?a=3508&q=414910. This form is not required if your necessary expenses were paid by the federal government or by another state government.

CAA members may also be provided with vendor sponsored training for a product purchased by the CAA or another state agency on its behalf provided such training is offered to all customers of that vendor. A CAA member may be permitted to visit the site of a vendor at the vendor's expense, whether in Connecticut or out of state, for educational purposes or specific technical training. However, its purpose must be reflected as a term of the vendor contract. Members in these situations must still receive prior written travel authorization from the Executive Director. This action is necessary even though there is no cost to the CAA. All other official visits to vendor facilities by CAA members must be at the CAA's expense.

II. Outside Employment, Business Interests, Conflicts of Interest and Confidentiality

No CAA member shall allow personal business or obligations to take precedence over his/her responsibilities to the CAA. This prohibition is not intended to preclude an employee from responding to emergency situations. However, such situations should be the exception, rather than the norm. Supervisors and managers are expected to exercise reasonable discretion in enforcing these provisions. Unless otherwise specified, a CAA member is not prohibited from engaging in outside employment so long as there is no actual or apparent conflict of interest.

CAA members must, however, avoid any outside employment or other activity that interferes with their normal work time, or that affects the satisfactory performance of

their CAA duties. Any outside employment or other activity that might discredit or reflect unfavorably on the member or the CAA must be avoided. Members are prohibited from performing work for any business that is in a contractual relationship with the CAA. CAA members must not engage in any outside employment, business or other activity that gives rise to a real or apparent conflict of interest (an apparent conflict of interest arises whenever actions of a member create the appearance to an objective and informed person, knowing all the relevant facts, that the member is violating a provision of law or this policy).

CAA members are prohibited from obtaining outside employment that will impair their independence of judgment or require or induce disclosure of confidential information gained in the employment or appointment with the CAA. The question of what constitutes impairment will be determined by the OSE. A CAA supervisor, manager or director may not employ a CAA employee-subordinate in his/her outside business. So too, it is impermissible for a CAA employee-subordinate to employ a CAA supervisor, manager or director in the subordinate's business. Both situations would impair independence of judgment. This prohibition extends to all supervisors, managers, directors and subordinates up and down the chain of command.

No CAA member shall seek or accept employment with, or compensation from any consultant, contractor, lessee or any other organization or individual under contract or agreement with the CAA, nor can any CAA member or member of his/her immediate family, or business with which he/she is associated, enter into a personal services contract or other contract with the CAA or the State of Connecticut, other than a contract of employment as a CAA employee or with another state agency, valued at $100 or more unless the contract has been awarded through an open and public process.

A CAA member is prohibited from using his/her position with the CAA for financial gain for such member, his/her spouse, child, child's spouse parent, brother, sister or business with which he/she is associated. Additionally, no CAA member shall have, directly or indirectly, a financial interest in any business, firm or enterprise doing business with the CAA that could cause a conflict of interest or influence the performance of the member's duties and responsibilities. The financial interest referred to in this provision is not intended to apply to individuals who own less than five (5) percent of the stock of a publicly owned corporation. The provisions of the Code must be strictly adhered to in this area.

CAA members are prohibited from disclosing information deemed to be confidential (i.e. proprietary information; negotiating materials or strategies; personal or medical information, etc.) to any individual, organization or business entity except as may be required as part of their position or as determined to subject to release by the Freedom of Information Commission or a court of competent jurisdiction.

III. Prohibited Activities Upon Leaving State or CAA Service (Revolving Door)

The Code prohibits state employees and public officials, which all CAA members are considered to be, from performing certain activities upon leaving their position. Some of these prohibitions are limited to specific periods of time. Other prohibitions remain for the individual's lifetime. These situations are very case specific and members should contact the OSE for guidance. Former members are prohibited from:

1. Disclosing or using confidential information, gained in the course of his/her term as a CAA member, for the financial benefit of any person (lifetime prohibition).

2. Representing anyone (other than the State or the CAA) concerning any particular matter (a) in which he/she participated personally and substantially while a member of the CAA and (b) in which the State or the CAA has a substantial interest (lifetime prohibition).

3. For one (1) year after leaving as a member of the CAA, representing anyone (other than the State or the CAA) for compensation before the CAA, concerning any matter in which the CAA or the State has a substantial interest. For purposes of this prohibition, the former member would not be able to have any type of business-related contact on behalf of his/her new employer with members of the CAA, including telephone calls and e-mails. The former member may also not sign any forms or other documents that would be filed with the CAA.

4. Accepting employment with a party (other than the State or the CAA) to a contract in which he/she participated substantially, or supervised the negotiation or award of a contact let by the CAA valued at fifty thousand (50,000) dollars or more. This prohibition exists for one (1) year after separation as a CAA member if the separation occurs within one (1) year after the contract was signed.

IV. Political Activities

An employee seeking or holding office as permitted by Section 5-266a of the Connecticut General Statutes must notify the CAA Human Resources Office of this fact in writing.

No CAA member may engage in partisan political activities while on CAA duty. Additionally, no CAA member may use CAA materials, facilities or equipment for the purpose of participating in or influencing a political campaign and/or election for any public office.

Under some circumstances, members may be covered by the provisions of the Federal Hatch Act. In general, this law covers members whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a federal agency. There are certain prohibitions that apply to political activity by covered members. The provisions of the Hatch Act continue to apply

while the member is on vacation leave, sick leave, leave without pay and personal leave. CAA members should contact the CAA Human Resources Office if they think they may be subject to prohibitions under the Hatch Act.

V. Other Provisions

A. Actions Involving Relatives, Friends and Acquaintances

No CAA member shall use his/her position or influence to gain employment for a relative, person having a special relationship, business partner, associate, client, etc. Relatives or others having special relationships with current members are not prohibited from seeking employment with the CAA. However, no influence can be exerted to give the relative or person having a special relationship an advantage over others in the competitive selection process. Any such relationship must be disclosed during the competitive selection process and prior to any offer of employment being made. Relatives or others having special relationships with current members may be considered for employment provided that the relative or person having a special relationship with a current member would not be placed either in or under the direct supervision of the member or in any position where either the member, the relative or the person having a special relationship with a current member would be in a position to influence the salary, benefits, working conditions or other personnel transactions such as performance reviews or disciplinary transactions affecting the other. This provision shall not be interpreted to require the automatic transfer, reassignment, or other personnel change, when such relationship exists upon implementation of the policy. The CAA reserves the right to take appropriate corrective action to remedy problems that may be created by such relationships.

Members should be aware that signing certain documents may result in a violation of the Code if such actions would result in a financial benefit to a relative. Examples would be personnel forms, including performance appraisals, vouchers, reimbursement forms, contracts and similar types of forms. Caution is urged as a violation may occur even though unintentional.

B. Use of CAA Equipment

The use of CAA equipment, including tools, telephones, computers (including e-mail), fax machines and vehicles for personal, non-work related purposes is prohibited. (Please refer to the CAA policy regarding the acceptable use of computers and related equipment).

C. Personal Advertising, Solicitation and Sales

A CAA member shall not solicit or canvass within the CAA for the sale of any goods, services or personal business without the prior expressed written approval of the Executive Director or his/her designee. Such soliciting or canvassing, even with

permission, shall not involve soliciting from subordinates, nor shall it be done on CAA work time.

This prohibition does not extend to charitable fund raising activities approved by the Executive Director such as the Connecticut State Employees Campaign for Charitable Giving or events sponsored by CAA to recognize members and/or promote member morale.

A CAA member is not allowed to post or distribute advertising material for such purposes without the prior expressed written permission of the Executive Director or his/her designee. No CAA member is allowed to use his/her CAA business address, telephone number, title or status in any way to promote, advertise or solicit personal business.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Notice to Executive Branch State Consultants and Prospective State Consultants of Campaign Contribution and Solicitation Limitations

Appendix A

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,
www.ct.gov/seec
Click on the link to "Lobbyist/Contractor Limitations"

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STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION AFFIDAVIT

Appendix A

Form C
07-08-2009

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Affidavit

By Entity

For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title — Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity — Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____
Authorized Signatory

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____ _____
Commissioner of the Superior Court/ Notary Public — **Commission Expiration Date**

STATE OF CONNECTICUT

OPM IRAN CERTIFICATION FORM 7

Appendix A

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

October 8, 2013

AGREEMENT BULLETIN NO. 13-7

TO: ALL CONCERNED

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

SUBJECT: **OPM Iran Certification Form 7**

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

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

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

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

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

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

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

GWB/GRH/CR

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

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.
☐ Amendment or renewal.

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

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

Check applicable box:

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

☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

_____ _____
Printed Respondent Name **Printed Name of Authorized Official**

_____
Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____
Commissioner of the Superior Court (or Notary Public)

ATTACHMENT ONE

OPERATIONAL OVERVIEW OF CURRENT COLLECTION MANAGEMENT

All of the spent Aircraft Deicing Fluid (ADF) contained is diverted into collection basins, piping, pump stations, and ultimately to BDL's two (2) one-million gallon storage tanks. The two large storage tanks act as the interim storage and feed reservoir for the glycol recovery processing activities. Currently, different technologies are used to recycle ≤5% propylene glycol (PG) concentration fluid from one million gallon tank and, >5% PG concentration fluid from the second million gallon tank.

Processing/Treatment Overview

The Contractor treats and processes all spent ADF collected by utilizing a two stage Reverse Osmosis (RO) system in conjunction with patented "Glycol Concentrators." Collected fluid with low PG concentrations (<5%), Million Gallon Tank 1, is sent through Side #1 of the RO unit (Concentrating) and pre-treats to limit Total Suspended Solids (<0.1 NTU) when it enters the RO unit. The PG concentrate generated from the multiple passes through the RO unit eventually becomes a stream with >5% PG concentration. This >5% material, and the collected fluid with higher PG concentrations from Million Gallon Tank 2, then feed the Glycol Concentrators which further process all fluids to produce >50% PG as well as a by-product stream known as distillate. The distillate from the Glycol Concentrators as well as the permeate (water) from Side #1 of the RO unit is transferred to a common holding tank for further processing.

The by-product fluid created from both treatment streams (RO and Concentrators) is discharged to the sanitary sewer system; however, further processing is required prior to discharge. The wastewater created from both processing streams is then sent through Side #2 of the RO unit (Polishing) for further treatment. This material, less than 1% PG, is processed with the resulting concentrate sent to Side #1 of the RO unit for further processing/concentrating and the wastewater is discharged to the sanitary sewer in accordance with the effluent limitations required under the CT Department of Energy and Environmental Protection's joint CAA Wastewater Discharge Pretreatment Permit No. CTP002364.

Reverse Osmosis System

The two-sided RO unit is installed in the Quonset Hut-style, tent covered building. Side #1 of the RO unit concentrates fluid from the collected low concentrate Million Gallon Tank 1 containing <5% glycol fluid. Side #2 of the RO unit treats all of the by-product water created from Side #1, and treats the distillate produced by the glycol concentrators. Effectively, the RO system treats (polishes) all of the water to be discharged to the publicly owned treatment works (POTW). The effluent is discharged to one of two, 12,000 gallon tanks where it is temporarily stored until the Contractor, using chemical analysis, confirms compliance with the established discharge parameters permitting discharge via a flexible hose directed to a sanitary sewer manhole.

Glycol Concentrators

The Contractor has installed four glycol concentrators with scrubbers in the pre-engineered steel building adjacent to the RO building. The system has one in-feed stream termed "feed" and two product streams created from the process termed "distillate" and "concentrate." The distillate is generally clean fluid with less than 1,000 ppm of glycol. The concentrate is generally >50% PG/water and contains all the mechanical and chemical impurities. This concentrate is stored on-site in a 21,000 gallon tank and is then transported off the airport for further processing.