REQUEST FOR PROPOSAL
DOT-26A

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

PURCHASING & MATERIALS MANAGEMENT

2800 Berlin Turnpike, Room 1419
PO BOX 317546
NEWINGTON, CT 06131-7546

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

urchasing Services fficer
Mary Matuszak

elephone um er
860-594-2342

Read Carefully

RFP NO:	RFP DUE DATE:	RFP OPENING TIME:	BID SURETY:	DATE ISSUED:
DOT-07-7001	**January 18, 2008**	**11:00 a.m. (Local Time)**	**N/A**	**November 25, 2007**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

FOR: **Noise and Flight Track Monitoring System At Bradley International Airport**

TERM OF CONTRACT / DELIVERY DATE REQ'D:
Delivery Schedule Detailed in Bid Terms and Conditions

ADDENDUM DATE: December 4, 2007

ADDENDUM #1

In response to prospective Proposers' requests, please be advised of the following:

1. The RFP Due date has been extended to January 18, 2008 at 11:00 a.m.

2. There will not be a Vendor Conference. The area that currently houses the Noise Monitoring Office may be undergoing modifications prior to the RFP Due Date. Actual equipment location placement will be finalized during the negotiation phase of the RFP process.

3. Clarification: References to a "Bid Envelope" in the RFP documents should be disregarded. Proposers shall submit their RFP in accordance with the instructions on Form DOT-26, addressed as noted, in a sealed envelope clearly marked in large lettering with the following: RFP DOT-07-001 – Aircraft Noise and Flight Track Monitoring System
RFP Due Date: January 18, 2008
MAIL ROOM - DO NOT OPEN

4. A "soft" (MS Word) copy of the RFP Documents will not be made available for distribution to Proposers. A technical issue occurred in the conversion of some of the RFP documents, specifically to a few of the forms. The corrected documents can be e-mailed as individual .pdf files to Proposers. Please contact barbara.bergeron@po.state.ct.us to request the forms.

5. Proposer Presentations will be held on either Tuesday, January 29, 2008 or Wednesday January 30, 2008 at a time mutually acceptable to the Proposer and ConnDOT. Each Proposer will be allowed a maximum of three (3) hours to make their presentation.

6. A revised Acquisition Schedule is as follows:

Publication of Advertisement and Date of Posting on the DAS Bid Portal:	Sunday, November 25, 2007
Written Questions Received No Later Than:	Thursday, December 20, 2007 12:00 p.m.
ConnDOT Replies to Proposer Questions Posted to the DAS Bid Portal:	Friday, January 4, 2008
RFP Due Date (not a public bid opening):	Friday, January 18, 2008 11:00 a.m.

All other Terms and Conditions remain the same.

NOTE: Sign below to acknowledge receipt of Addendum #1 and return with RFP. Failure to do so will result in rejection of RFP.

_____	_____	_____
Print Name	**Signature**	**Date**

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL
RFP #DOT-07-7001

Aircraft Noise and Flight Track
Monitoring System
At
Bradley International Airport

ACQUISITION SCHEDULE

Project Description: Noise and Flight Track Monitoring System At Bradley International Airport

RFP Number: DOT-07-7001

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Publication of Advertisement and Date of Posting on the DAS Bid Portal:	**Sunday, November 25, 2007**
Written Questions Received No Later Than:	**Wednesday, December 12, 2007 12:00 p.m.**
ConnDOT Replies to Proposer Questions Posted to the DAS Bid Portal:	**Friday, December 21, 2007**
RFP Due Date (not a public bid opening):	**Friday, January 4, 2008 11:00 a.m.**

ConnDOT is expected to make an award within thirty days after the RFP Due Date; however, the timeframe may be extended at the sole discretion of the State.

REQUEST FOR PROPOSAL
DOT-26

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STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

PURCHASING & MATERIALS MANAGEMENT

2800 Berlin Turnpike, Room 1419
PO BOX 317546
NEWINGTON, CT 06131-7546

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

Read Carefully

RFP NO:	RFP OPENING DATE:	RFP OPENING TIME:	SURETY:	DATE ISSUED:
DOT-07-7001	**Friday, January 4, 2008**	**11:00 AM (Local Time)**	**Bid Bond Not Required**	**November 25, 2007**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

FOR:	TERM OF CONTRACT / DELIVERY DATE REQ'D:
Noise and Flight Track Monitoring System At Bradley International Airport	**Delivery Schedule Detailed in RFP Terms and Conditions**

REQUEST FOR PROPOSALS: Sealed proposals will be received by the Department of Transportation for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed.

NOTE: Proposer means Individual/Sole Proprietor, Partnership or Corporation name.

IMPORTANT: Both pages of this form, Sections 1 through 4 must be completed, signed and returned by the Proposer as part of the bid package. Failure to submit both pages constitutes grounds for rejection of your Proposal.

Section 1 of 4 - PROPOSER INFORMATION

COMPLETE PROPOSER NAME (TRADE NAME, DOING BUSINESS AS) **Type of ID # -** ☐ SSN ☐ FEIN

WRITE/TYPE SSN/FEIN NUMBER HERE

PROPOSER ADDRESS STREET CITY STATE ZIP CODE

CONTACT NAME (TYPED OR PRINTED) TELEPHONE NUMBER (INCLUDE TOLL-FREE NUMBERS) FAX NUMBER

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED PROPOSER DATE EXECUTED

← SIGN HERE

TYPE OR PRINT NAME OF AUTHORIZED PERSON TITLE OF AUTHORIZED PERSON

PROPOSER E-MAIL ADDRESS PROPOSER WEB SITE

IS YOUR BUSINESS A: ☐ PROPRIETORSHIP (INDIVIDUAL), ☐ PARTNERSHIP OR ☐ CORPORATION? (TYPE OF CORPORATION -)

IS YOUR BUSINESS **CURRENTLY** A DAS *C* SMALL BUSINESS ENTERPRISE? ☐ YES (*A AC C CA C* ☐ NO

IF YOUR BUSINESS IS A ***PARTNERSHIP***, YOU **MUST** ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS RFP WHEN RETURNED.

IF YOUR BUSINESS IS A ***CORPORATION***, IN WHICH STATE ARE YOU INCORPORATED?

IF YOU ARE A ***STATE EMPLOYEE***, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.

IS YOUR BUSINESS REPORTABLE TO THE IRS? ☐ YES ☐ NO IF *S*, A 1099/W2 WILL BE MAILED TO YOU AT YEAR END.

REMITTANCE INFORMATION: *S , CA A C A SS S SS A*

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION
PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 1419
PO BOX 317546
NEWINGTON, CT 06131-7546

THIS FORM AND REQUIRED PROPOSAL

SCHEDULE FORMS MUST BE RETURNED

Read Carefully

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860-594-2342

Section 2 of 4 – IMPORTANT INFORMATION FOR PROPOSERS

AFFIRMATION OF PROPOSER: The undersigned proposer affirms and declares:

1. That this proposal is executed and signed by said proposer with full knowledge and acceptance of all the provisions included in this Request For Proposals and accepts that all of the provisions included are made a part of the contract.

2. That should any part of this proposal be accepted in writing by Contracting Officer within ninety (90) calendar days from the date of Proposal opening unless an earlier date for acceptance is specified by proposer in proposal schedule, said proposer will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices proposed, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL BID AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by proposer in proposal schedule, such award shall be conditioned upon proposer's acceptance.

3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices proposed therein.

4. **Should the Contracting Officer determine that proposer has not completed Section 3 - Proposer Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this RFP.**

Section 3 of 4 - PROPOSER DEBARMENT AND/OR SUSPENSION

The undersigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

☐ YES ☐ NO

The undersigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

If the undersigned proposer and/or any company official or any subcontractor to the proposer and/or any company official ***has*** received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 4 of 4 – OTHER NOTICES - MAILING INSTRUCTIONS

If the proposal is sent via **A COMMERCIAL EXPRESS CARRIER**, please address proposal as follows:

The Department of Transportation
Attn: Mary Matuszak
2800 Berlin Turnpike
Newington, CT 06111

If the proposal is sent via **U. S. MAIL**, please address proposal as follows:

The Department of Transportation
Attn: Mary Matuszak
P.O. Box 317546
Newington, CT 06131-7546

If the proposal is being **HAND CARRIED**, please deliver to:

The Department of Transportation
2800 Berlin Turnpike
Newington, CT
Room 1417

Signature of authorized person in Section 1 constitutes agreement with all procedures indicated above.

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

IMPORTANT
GENERAL CHECK LIST

This form does **not** need to be returned with your Proposal. However it is suggested that you review and check off each action as you complete it.

_____ 1. The Proposal has been signed by a duly authorized representative of the company (unsigned bids are automatically rejected).

_____ 2. The Proposal prices you have offered have been reviewed and verified.

_____ 3. The price extensions and totals have been checked. (in case of discrepancy between unit prices and total prices, the unit price will govern the Proposal evaluation).

_____ 4. Any errors, alterations, corrections or erasures to unit price, total prices, etc., are initialed by the person who signs the Proposal or his designee. Such changes made and not initialed will mean automatic rejection of Proposal.

_____ 5. Payment Terms for the State of Connecticut are Net 45 Days. Net terms for period less than 45 days (e.g.: Net 30) may result in rejection of Proposal. (You may offer cash discounts for prompt payment.) Exception: State of Conn. Small business set-aside bids payment terms shall be in accordance with Section 32-9h of the Connecticut General Statutes, when the contract is awarded to a vendor under the provisions of Sections 32-9e to 32-9g, inclusive.

_____ 6. Any technical or descriptive literature, drawing or bid samples that are required have been included with the Proposal.

_____ 7. The delivery information block has been completed. (Be specific: In most cases, “as ordered” or “as required” is not complete information.)

_____ 8. If required, the amount of the Proposal surety has been checked and the surety has been included.

_____ 9. Any addenda to the Proposal have been signed and included.

_____ 10. Your return mailing envelope has been addressed to one of the addresses noted on the attached Form: DOT-26, depending on the method of delivery:

_____ 11. Your return mailing envelope or the envelope has been marked:

Proposal (Number)
(Opening Date)

_____ 12. The Proposal number on your hand-marked return envelope exactly matches the number of the Proposal inside the envelope.

_____ 13. The Proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late Proposals are **NOT** accepted under any circumstance.

PROPOSER CHECKLIST

PROPOSERS ARE REQUIRED TO SUBMIT THE FORMS LISTED BELOW <u>WITH THEIR RFP SUBMISSION</u>

NOTE: The references listed below are for the Proposer's use in preparation of Proposal. Proposers shall take no advantage of any apparent errors or omissions therein.

	Proposer Check Off	State Check Off
DOT-26 REQUEST FOR PROPOSAL	_____	_____
PROPOSER CHECKLIST	_____	_____
SP-26NB AGENCY VENDOR FORM	_____	_____
W-9 FORM	_____	_____
GUIDANCE FOR VENDOR AUTHORIZATIONS – Use Applicable Form(s)	_____	_____
WORKFORCE ANALYSIS	_____	_____
BIDDER QUALIFICATIONS	_____	_____
CERTIFICATE OF COMPLIANCE WITH CGS 31-57b	_____	_____
NONDISCRIMINATION FORMS	_____	_____
OPM ETHICS FORMS 5 <u>AND</u> 6 – OPM Ethics Form 1 will be required at the time of execution of contract	_____	_____
EXHIBIT B - PRICE SCHEDULE	_____	_____
Detailed narrative addressing each of the Evaluation Criteria listed in Exhibit A – General Provisions. Please number and letter your responses to correspond with each item listed for identification purposes	_____	_____
Detailed narrative for each item listed in Exhibit A – Technical Specifications, addressing how your system will perform the functionality described. Please number and letter your responses to correspond with each item listed for identification purposes.	_____	_____

Note: Performance Bond and Insurance Form CON-32A are included in the RFP documents. Proposers are encouraged to review the forms and applicable Insurance and Bonding requirements with their Insurance/Bonding Agent(s) prior to submission of RFP. These forms are <u>NOT</u> required to be returned with the RFP submission, but <u>WILL</u> be required prior to issuance of a Purchase Order.

STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

COMPLETE VENDOR LEGAL BUSINESS NAME	**Taxpayer ID # (TIN):** ☐ SSN ☐ FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE

BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)

BUSINESS ENTITY: ☐ CORPORATION ☐ LLC CORPORATION ☐ LLC PARTNERSHIP ☐ LLC SINGLE MEMBER ENTITY ☐ NON-PROFIT ☐ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETOR

NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.

BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)

E. OTHER (DESCRIBE IN DETAIL)

UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →	
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →	

NOTE: IF YOUR BUSINESS IS A ***PARTNERSHIP***, YOU **MUST** ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.

NOTE: IF YOUR BUSINESS IS A ***CORPORATION***, IN WHICH STATE ARE YOU INCORPORATED?

VENDOR ADDRESS STREET CITY STATE ZIP CODE

Add Additional Business Address & Contact information on back of this form.

VENDOR E-MAIL ADDRESS	VENDOR WEB SITE

REMITTANCE INFORMATION: *INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.* ☐ *SAME AS VENDOR ADDRESS ABOVE.*

REMIT ADDRESS STREET CITY STATE ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)

1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1ST PAGER:
CELLULAR:		2ND PAGER:
1ST FAX NUMBER:		TOLL FREE PHONE:
2ND FAX NUMBER:		TELEX:

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR ← SIGN HERE	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON

IS YOUR BUSINESS **CURRENTLY** A DAS *CERTIFIED* SMALL BUSINESS ENTERPRISE? ☐ YES (*ATTACH COPY OF CERTIFICATE*) ☐ NO

IF YOU ARE A ***STATE EMPLOYEE***, INDICATE YOUR POSITION,
AGENCY & AGENCY ADDRESS

FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)

☐ E-MAIL ☐ FAX ☐ USPS MAIL ☐ EDI

If EDI was selected, give us a person to contact in your company to set up EDI:

NAME:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	

FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)

☐ E-MAIL ☐ FAX ☐ USPS MAIL

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15.**

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for **9**
Broker transactions	Exempt recipients **1** through **13.** Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients **1** through **5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients **1** through **7** [2]

[1] See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html**. You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

GUIDANCE FOR VENDOR AUTHORIZATIONS

Contracts must be accompanied by appropriate vendor documentation evidencing the following three things: (1) the authority of the vendor to enter into contracts; (2) the authority of a particular officer to execute contracts on behalf of the vendor; and (3) that the officer signing for the vendor in fact holds the office that he/she purports to hold. "Appropriate vendor documentation" usually involves a **certificate from the Secretary** or other appropriate officer of the vendor setting forth a copy of a resolution. Sample form certificates are included below. Sometimes getting this certificate is not possible, in which case please note:

a. **In lieu of the secretary's certificate**, vendors must submit (1) a current certified copy of the applicable section of the corporation's bylaws which authorize the execution of contracts by the signing officer and (2) a current certification that the signing officer in fact holds that office. Established companies may have adopted these bylaws or resolutions years earlier. These bylaws or resolutions may even provide that the authority shall be as set forth in some sort of "company plan," in which case we need a certified copy of the plan or the relevant portion of the plan.

b. **In lieu of the secretary's certificate or bylaws**, the vendors must include a certified copy of the minutes of their governing bodies (like the board of directors), which must specifically authorize the officer signing the agreement to execute it. This often is unavailable and it is easier to obtain the above secretary's certificate.

c. **LLCs**, which do not have boards of directors, must submit a **unanimous consent** from all members or managers **or a certified copy of** all of those relevant portions of their **management agreement or operations agreement** that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a member/manager has duly (that is, in accordance with the management agreement or operations agreement) delegated signatory authority to the signing party. Some management agreements and operations agreements place certain restrictions on the authority of a member/manager to bind the LLC. For example, sometimes the agreements require that a majority of managers/members act jointly. We won't be aware of these or any other limitations unless we receive a certified copy of the relevant portions of the agreement.

d. **Partnerships**, like LLCs, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include **partnership resolutions** that read very much like a corporation's resolutions **or a copy of the partnership agreement** (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

e. Some companies don't hold board meetings to approve every contract that they sign, especially if the value is low. In that case, use "a" above for guidance.

f. If the company can't find the bylaws or resolutions or can't get the appropriate certificate, then ask them for a formal "legal opinion" from their attorney attesting to the authority of the

company to enter into the transaction and the officer's ability to bind the company. An opinion from outside, private counsel is preferred over one from in-house counsel, but either will do.

The following are sample authorizations forms designed for different entities which can be modified, but each of which must accomplish the three things enumerated in the first paragraph above. For a corporation, use **EITHER** Form "AA" or "BB." For a partnership use **EITHER** Form "CC" or "DD." For an LLC, use **EITHER** Form "EE" or "FF." The last form, Form GG, is a sample legal opinion and any legal opinion obtained must include the listed items at a minimum.

Agencies need not obtain a new vendor authorization if the vendor provides a copy of one that is less than one year old. However, the agency must obtain an incumbency certificate, dated no more than 30 days prior to the execution of the agreement, which affirms that the officer signing the agreement in fact holds that office. Form HH is a sample incumbency certificate.

FORM AA
USE IF VENDOR WILL SPECIFY THE PARTICULAR STATE CONTRACT

SECRETARY'S CERTIFICATE

The undersigned, _____, Secretary of _____, a **[STATE]** corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were **[CHOOSE EITHER (1) UNANIMOUSLY ADOPTED, OR (2) ADOPTED BY QUORUM]** at a duly called and held meeting of the Board of Directors of the Corporation on the _____ day of _____,20___, and that such resolutions have not been amended or modified and continue to be in full force and effect as of this date:

RESOLVED, that the Corporation execute and deliver to the State of Connecticut a certain _____ agreement (the "Agreement"), in the form attached hereto, pursuant to which the Corporation would _____; and

FURTHER RESOLVED, that **[NAME OF OFFICER]**, as **[TITLE OF OFFICE]**of the Corporation, is authorized and directed to execute and deliver the Agreement on behalf of the Corporation and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of the Agreement, including, but not limited to executing and delivering all agreements and documents contemplated by the Agreement.

The undersigned further certifies that **[NAME OF OFFICER]** now holds the office of **[TITLE OF OFFICE]** and he has held that office since **[DATE APPOINTED]**.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ____ day of _____, 200__.

_____
NAME
Secretary

FORM BB
USE IF VENDOR WILL NOT SPECIFY THE PARTICULAR STATE CONTRACT

SECRETARY'S CERTIFICATE

The undersigned, _____, Secretary of _____, a **[STATE]** corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were **[CHOOSE EITHER (1) UNANIMOUSLY ADOPTED, OR (2) ADOPTED BY QUORUM]** at a duly called and held meeting of the Board of Directors of _____ on the _____ day of _____,20___, and that such resolutions have not been amended or modified and continue to be in full force and effect as of this date:

> RESOLVED, that the Corporation may execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and
>
> FURTHER RESOLVED, that **[NAME OF OFFICER]**, as **[TITLE OF OFFICE]**of the Corporation, is authorized and directed to execute and deliver any and all contracts on behalf of the Corporation **[INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS UP TO A MAXIMUM DOLLAR AMOUNT]**and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

The undersigned further certifies that **[NAME OF OFFICER]** now holds the office of **[TITLE OF OFFICE]** and he has held that office since **[DATE APPOINTED]**.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ____ day of _____, 200__.

_____
NAME
Secretary

FORM CC
USE IF VENDOR WILL SPECIFY THE PARTICULAR STATE CONTRACT

_____ PARTNERSHIP
CONSENT TO PARTNERSHIP ACTION

The undersigned, being all of the General Partners of _____ Partnership (the "Partnership"), a Connecticut general partnership, do unanimously agree and consent to the following actions:

RESOLVED, that the Partnership execute and deliver to the State of Connecticut a certain _____ agreement (the "Agreement"), in the form attached hereto, pursuant to which the Partnership would _____; and

FURTHER RESOLVED, that **[NAME OF PARTNER]**, as **[TITLE OF OFFICE]**of the Partnership, is authorized and directed to execute and deliver the Agreement on behalf of the Partnership and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of the Agreement, including, but not limited to executing and delivering all agreements and documents contemplated by the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this consent this ____ day of _____, 20__.

_____
NAME
[TITLE]

_____
NAME
[TITLE]

_____
NAME
[TITLE]

FORM DD
USE IF VENDOR WILL NOT SPECIFY THE PARTICULAR STATE CONTRACT

_____ PARTNERSHIP
CONSENT TO PARTNERSHIP ACTION

The undersigned, being all of the General Partners of _____ Partnership (the "Partnership"), a Connecticut general partnership, do unanimously agree and consent to the following actions:

RESOLVED, that the Partnership may execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

FURTHER RESOLVED, that **[NAME OF PARTNER]**, as **[TITLE OF OFFICE]**of the Partnership, is authorized and directed to execute and deliver any and all contracts on behalf of the Partnership **[INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS UP TO A MAXIMUM DOLLAR AMOUNT]**and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

IN WITNESS WHEREOF, the undersigned have executed this consent this ____ day of _____, 20__.

_____
NAME
[TITLE]

_____
NAME
[TITLE]

_____
NAME
[TITLE]

FORM EE
USE IF VENDOR WILL SPECIFY THE PARTICULAR STATE CONTRACT

_____, LLC
CONSENT TO ACTION

The undersigned, being all of the **[MEMBERS/MANAGERS]** of _____, LLC (the "Company"), a Connecticut limited liability company, do unanimously agree and consent to the following actions:

RESOLVED, that the Company execute and deliver to the State of Connecticut a certain _____ agreement (the "Agreement"), in the form attached hereto, pursuant to which the Comapany would _____; and

FURTHER RESOLVED, that **[NAME OF MEMBER/MANAGER]**, as **[TITLE OF OFFICE]**of the Company, is authorized and directed to execute and deliver the Agreement on behalf of the Company and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of the Agreement, including, but not limited to executing and delivering all agreements and documents contemplated by the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this consent this ____ day of _____, 20__.

_____
NAME
[TITLE]

_____
NAME
[TITLE]

_____
NAME
[TITLE]

FORM FF
USE IF VENDOR WILL NOT SPECIFY THE PARTICULAR STATE CONTRACT

_____, LLC
CONSENT TO ACTION

The undersigned, being all of the **[MEMBERS/MANAGERS]** of _____, LLC (the "Company"), a Connecticut limited liability company, do unanimously agree and consent to the following actions:

RESOLVED, that the Company may execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

FURTHER RESOLVED, that **[NAME OF MEMBER/MANAGER]**, as **[TITLE OF OFFICE]**of the Company, is authorized and directed to execute and deliver any and all contracts on behalf of the Company **[INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS UP TO A MAXIMUM DOLLAR AMOUNT]**and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

IN WITNESS WHEREOF, the undersigned have executed this consent this ____ day of _____, 20__.

_____
NAME
[TITLE]

_____
NAME
[TITLE]

_____
NAME
[TITLE]

FORM GG

DATE

NAME
TITLE
AGENCY
STREET ADDRESS
CITY AND STATE

Re: PROCUREMENT

Opinion Letter

Dear SALUTATION:

I have acted as corporate counsel to VENDOR and have the authority to deliver this opinion letter. In my capacity as such counsel I have reviewed or am familiar with VENDOR'S authorizing resolutions, by-laws, incorporation documents and draft _____ Agreement (the "Agreement") with the State of Connecticut. Based upon the foregoing, I am of the opinion that:

1. VENDOR is authorized to transact business in the State of Connecticut.
2. VENDOR has the corporate power and authority to execute and deliver ("contracts" or "the Agreement").
3. The Board of Directors has authorized VENDOR to enter into ("contracts" or "the Agreement").
4. OFFICER NAME, as OFFICER TITLE of VENDOR, has the requisite power and authority to execute ("contracts" or "the Agreement") on behalf of and to bind VENDOR accordingly.

Sincerely,

FORM HH
INCUMBENCY CERTIFICATE

INCUMBENCY CERTIFICATE

The undersigned, **[JOHN DOE],** hereby certifies that the undersigned is the duly appointed, qualified and acting **[TITLE]** of **[VENDOR NAME]**, a **[STATE] [TYPE OF ENTITY]**, and that as such **[TITLE]** the undersigned is familiar with its officers.

The undersigned further certifies that the persons named below now hold the respective offices set out to the right of their names and that they have held those offices since the corresponding and respective dates.

NAME	TITLE	DATE
[JOHN DOE]	[Title]	
[JANE DOE]	[Title]	

Dated at **[TOWN]**, **[STATE]**, this ____ day of _____, 200_.

_____
[JOHN DOE]
[TITLE]

The undersigned, **[JANE DOE]** hereby certifies that the undersigned is the duly appointed, qualified and acting **[TITLE]** of **[VENDOR NAME]**, a **[STATE] [TYPE OF ENTITY]**, and that as such **[TITLE]** the undersigned is familiar with its officers.

The undersigned further certifies that the aforementioned **[JOHN DOE]** is the duly appointed, qualified and acting **[TITLE]** of **[VENDOR NAME]** and that **[JOHN DOE]** now holds that office and has held that office since **[DATE]**.

Dated at **[TOWN]**, **[STATE]**, this ____ day of _____, 200_.

_____
[JANE DOE]
[TITLE]

WORKFORCE ANALYSIS

Contractor:

Address:

Number of Connecticut employees
Full-time _____ Part-time _____

Employment figures obtained from
Visual Check ☐ Employment Records ☐
Other ☐ _____

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER. INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Service Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
TOTALS													
Totals One Year Ago													
FORMAL ON-THE-JOB-TRAINEES													
Apprentices													
Trainees													

1. **Have you successfully implemented an Affirmative Action Plan?**
   Yes ☐ **No** ☐ **If yes, date of implementation** _____; **If no, explain** _____

   a) **Do you promise to develop and implement a successful Affirmative Action Plan?**
   Yes ☐ **No** ☐ **N/A** ☐ **Explain:** _____

2. **Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:**
   Yes ☐ **No** ☐ **N/A** ☐ **Explain:** _____

3. **According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?**
   Yes ☐ **No** ☐ **Explain:** _____

4. **If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?**

   Yes ☐ **No** ☐ **Explain:** _____

_____ _____
Authorized Signature Date

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

Sec a- - ligations of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

1) Comply fully with all federal and state antidiscrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission:
2) Cooperate fully with the Commission;
3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contract s and subcontracts;
5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
7) Not discharge, discipline or otherwise discriminate against any person, who has filed a complaint, testified or assisted in any proceeding with the commission;
8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Sec. 4a-60 of the Connecticut General Statues as amended by Sec. 2 of Public Act 89-253 have been met; and
10) Undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec a- - tili ation of minority usiness enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

DEPARTMENT OF TRANSPORTATION
BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

CONTRACT NO.	CONTRACT NAME	STATE AGENCY	PURCHASING AGENT	TEL. NO.

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

CONTRACT NO.	CONTRACT NAME	STATE AGENCY	PURCHASING AGENT	TEL. NO.

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

_____

LIST PREVIOUS COMPANY NAME (S) _____

_____

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	Company Name and Address	Telephone No.:	Dollar Value:
1.			
2.			
3.			

DEPARTMENT OF TRANSPORTATION

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:

COMPANY NAME: _____

SIZE OF COMPANY OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? ☐ YES ☐ NO

REGISTRATION DATE, IF AVAILABLE: _____

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE? ☐ YES ☐ NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

MODEL	YEAR	MANUFACTURER

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

_____

_____

_____

_____

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR CORPORATION. THIS WOULD INCLUDE COURT JUDGEMENTS AND SUITS PENDING BY A STATE OR FEDERAL COURT. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

I HEREBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

_____ SIGNATURE

_____ DATE

_____ TITLE

OSHA
COMPLIANCE
REV 11/97

DEPARTMENT OF TRANSPORTATION

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

Bid Number:

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company ame (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

_____
ame of irm, rgani ation or Corporation

Signed: _____
ritten Signature

_____
ame yped *Corporation Seal*

Title: _____
itle of A ove erson, typed

Dated: _____

State of)

County of) ***ss:*** ***A.D., 20_____***
)

Sworn to and personally appeared before me for the above, _____,
ame of irm, rgani ation, Corporation

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
ame of erson appearing in front of otary or Cler

_____.
itle of erson appearing in front of otary or Cler

My Commission Expires: _____
otary u lic *Seal*

NONDISCRIMINATION CERTIFICATION

y _____ regarding support of nondiscrimination against persons on account
ntity
of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, se ,

mental retardation, physical disa ility or se ual orientation

I, _____, _____, of _____, lawfully organized and existing
(Signer's name) (Signer's Title) (Entity)

under the laws of _____, do hereby certify that the following is a true and
(State or Commonwealth)

correct copy of a resolution adopted on the _____day of _____, 20_____ by the governing body of

_____, in accordance with all of its documents of governance and management and the laws
(Entity)

of _____, and further certify that such resolution has not been modified,
(State or Commonwealth)

rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ hereby adopts as its policy to support the
(Entity)
nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____, 20_____.

_____
Signature

Effective June 25, 2007

INDIVIDUAL NONDISCRIMINATION CERTIFICATION

y _____ regarding support of nondiscrimination against persons on
Contractor

account of their race, color, religious creed, age, marital or civil union status, national

origin, ancestry, se , mental retardation, physical disa ility or se ual orientation

I, _____, of _____, am entering into a contract
(Signer) (Business address)

(or an extension or other modification of an existing contract) with the State of Connecticut (the

"State") in my individual capacity for, _____.
(fill in contract number or briefly describe good or services to be provided)

I hereby certify that I support the nondiscrimination agreements and warranties required under

Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of

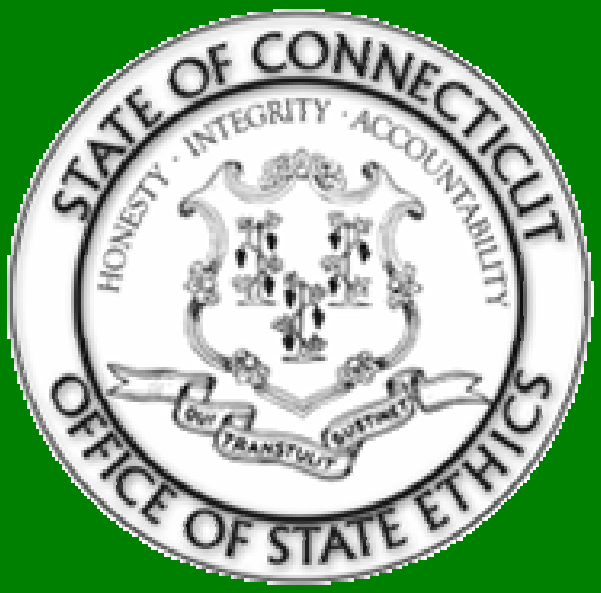
Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned, have executed this certificate this _____ day of _____, 20_____.

_____
Signature

Effective June 25, 2007

Guide to the Code of Ethics for Current or Potential State Contractors



2006

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing Connecticut General Statutes, Chapter 10, Part I and Part II.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I); and
- The Code of Ethics for Lobbyists (Part II).

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. Please contact the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106

860/566-4472
www.ct.gov/ethics

CONTENTS

Introduction 2

Office of State Ethics 4

The Big Picture 4

Benefits to State Personnel
- Gifts 5
- Necessary Expenses 7
- Fees/Honorariums 7
- Gifts to the State 8

Hiring State Personnel
- Post-state Employment 9
- Outside Employment 10

Other Provisions
- Prohibited Activities 11
- Affidavits 11
- Investment Services 11
- Registering as a Lobbyist 11
- Public Act 05-287 12
- Executive Orders 12

Additional Information 13

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations of the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

GIVING BENEFITS TO STATE PERSONNEL

Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **regulated donor**. In general, public officials or state employees may not accept gifts from regulated donors.

Regulated Donors

Regulated donors include:

- Registered lobbyists (the OSE can tell you who is registered);
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (16) for the complete list.

- *Token Items –* Regulated donors such as current or potential state contractors may provide any item of value that is under $10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is under $50. Conn. Gen. Stat. § 1-79 (e) (16).

- *Food and Beverage –* Regulated donors may also provide up to $50 worth of food and beverage in a calendar year to a public official or state employee, provided that the regulated donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).

- *Other Exceptions –* There are a total of 16 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than $100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (16).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only regulated donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for $45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible $50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give anything of value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual's department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.

This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o).

Necessary Expenses

You may provide necessary expenses to a public official or state employee ***only*** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses can include:

- Travel (not first class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Entertainment costs (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.

Please note, within 30 days of receiving payment or reimbursement of necessary expenses for lodging or out-of-state travel, state employees must file an ETH-NE form with the Office of State Ethics (OSE). Conn. Gen. Stat. § 1-84 (k).

Fees/Honorariums

Public officials and state employees may ***not*** accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

Gifts to the State - *NEW*

Regulated donors are ***prohibited*** from giving gifts to the state (such as a fax machine, truck, or free training or conference/event participation). This is new as of April 2006, pursuant to Conn. Gen. Stat. § 1-84 (q), and as interpreted by Advisory Opinion No. 2006-3.

Note that non-regulated donors may still provide gifts to the state.

Gifts to the State

Example: For the past five years, your company has donated overstock equipment such as fax machines and photocopiers to a state agency for its use in carrying out state business. You would like to do so again in 2006.

An item donated for use on state property falls within the Code's definition of a gift to the state. As of April 2006, however, such gifts to the state are prohibited from regulated donors. Therefore, you are not permitted to provide the machines to the agency.

Gifts to the State

Example: It has been common practice for your company to allow employees of a particular state agency to attend a regional training event free of charge. The event facilitates their state function by providing training applicable to their job duties.

Per the General Assembly's adoption of § 1-84 (q), and subsequently Advisory Opinion 2006-3, this is no longer permissible, as it is a gift to the state provided by a regulated donor.

(Non-regulated donors may still provide gifts to the state.)

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.

- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise, for example, to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)

- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at $50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).

- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).

- A current state employee may not use his or her state position for financial gain, however inadvertent that use may be. For example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).

Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced;

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Affidavits

Contractors seeking large state contracts must execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these affidavits and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).

Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over $2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over $500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Department of Administrative Services.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7B

This Order established the State Contracting Standards Board to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting by January 1, 2007.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660

T: 860/566-4472
F: 860/566-3806
www.ct.gov/ethics

Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov
Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov
Public official filing/reporting questions: SFI.OSE@ct.gov
Enforcement questions: Ethics.Enforcement@ct.gov
All other inquiries: ose@ct.gov

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract ith a value of $50,000 or more in a calendar or fiscal year, pursuant to C G S §§ - 50 and - 5 c Governor odi ell's ecutive rders o 1, ara , and o C, ara 10 and C G S § - 1 g , as amended y u lic Act 0 -1

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 on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

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 an Annual 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) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "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 the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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 December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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 **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 200__.

_____
Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ _____
Awarding State Agency Planning Start Date

_____
Contract Number or Description

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services ith a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ a- 1 a and a- 1

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 vendor 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 vendor 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), 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 Vendor **Signature of Chief Official or Individual** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

_____
Commissioner of the Superior Court or Notary Public

STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

---

INSTRUCTIONS:

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

CHECK ONE:

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

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

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

IMPORTANT NOTE:

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 at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

CONTRACT AWARD NUMBER # _____ CONTRACT PERIOD _____ THROUGH _____
CONTRACT NAME _____ AND AS EXTENDED

CON-32A REV. 3/07
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF INSURANCE

This is to certify that the Insurance Company named herein has issued to the named insured the policies listed below, that these policies are written in accordance with the Insurance Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the Department of Transportation upon request, that they provide coverages and limits of liability shown with respect to the hazards indicated, that they are in force on this date, and that this certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Department of Transportation in connection with the award and the performance of any contract or agreement, or the issuance of any permit or authorization by the Transportation Commissioner or duly authorized agent.

The Insurance Company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The Insurance Company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

NAME OF INSURED _____

ADDRESS _____ CITY _____ STATE _____

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY	
				ALL PERSON/ALL DAMAGES EACH ACCIDENT or OCCURRENCE	AGGREGATE
A OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY FOR AND IN THE NAME OF THE STATE OF CONN. SEE(1), (2) BELOW					
B * COMMERCIAL GENERAL LIABILITY SEE (1) BELOW					
C *AUTOMOBILE LIABILITY OWNED, HIRED AND NON OWNED AUTOMOBILES SEE (1) BELOW					
D ** WORKERS' COMPENSATION				STATUTORY COVERAGES AND LIMITS	
E * RAILROAD PROTECTIVE LIABILITY SEE (1), (2) BELOW					
F * EXCESS UMBRELLA LIABILITY SEE (1) BELOW					
G *SEE (1) BELOW					

If excess/umbrella liability insurance is needed to meet the minimum requirements, complete section F above.
* State of Connecticut must be named as additional insured for lines B,C,E,F,(G if specified)
** COMPENSATION COMMISSIONER'S CERTIFICATE SHALL BE SUPPLIED HEREWITH BY SELF-INSURED PARTY.

CHECK This Certificate is issued in accordance with the terms of:

☐ Construction Contracts ☐ Project No. ☐ Service Work (By Purchase Order) ☐ Other Specify & Including all operations incidental thereto

(1) It is agreed that the herein named Insurance Company will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against the State unless the Connecticut Department of Transportation Commissioner consents in writing to its doing so.

(2) It is agreed that the Insurance Company will bill premiums and audit charges earned under the protective liability policy(ies) to the above named insured; however, if named insured is different from the vendor or contractor of record, the vendor or contractor of record will be billed.

PARTY FOR NOTICE: BUREAU: FINANCE AND ADMINISTRATION TITLE: DIV. OF PURCHASING AND MATERIALS MANAGEMENT

IN THE EVENT OF ANY REDUCTION IN LIMITS, CANCELLATION OF OR FAILURE TO RENEW ANY ONE OR MORE OF SAID POLICIES THE _____ SHALL GIVE NOT LESS
(INSURANCE COMPANY)
THAN THIRTY DAYS WRITTEN NOTICE TO THE PARTY FOR NOTICE TO WHOM THIS CERTIFICATE IS ISSUED OF SUCH REDUCTION IN LIMITS, CANCELLATION, OR FAILURE TO RENEW.

DATED THIS _____ DAY OF _____ _____

_____
(Insurance Company)

_____
(Address)

_____
(Agency)

_____
(Address)

_____
(Authorized Agent's Name & Signature)

ISSUED TO: DEPARTMENT OF TRANSPORTATION
PURCHASING DIVISION
PO BOX 317546 2800 BERLIN TPKE.
NEWINGTON, CT 06131-7546

IS YOUR INSURANCE COMPANY APPROVED TO WRITE THE ABOVE LINES OF INSURANCE IN THE STATE OF CONNECTICUT?
_____ YES _____ NO

IF ANSWER IS NO, PLEASE NOTE THE STATE IN WHICH YOU ARE LICENSED AND ARE WRITING THESE LINES: _____

PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS
ConnDOT revised 6/3/98

DATE BOND EXECUTED (Must be same or later than date of contract)

Principal (legal name and business address)	Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (identify):_____ State of Incorporation:_____
Surety (name and business address)	**PENAL SUM OF BOND** Million(s) Thousand(s) Hundred(s) Cents
	Contract Date / **Contract No.**
	Option Date / Option No.

OBLIGATION:

We. the Principal and Surety, are firmly bound to the State of Connecticut (hereinafter called the State) in the above penal sum. For payment to the State of amounts up to the penal sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally. If no limit of liability is indicated. the limit of liability is the full amount of the penal sum. If no penal sum is stated it shall be the amount of the contract.

CONDITIONS:

The principal has entered into the contract identified above. PARTY FOR NOTICE ConnDOT. Purchasing Div., P.O. Box 317548,2800 Berlin Turnpike, Newington. CT 06131-7546

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during either the base term or an optional term of the contract noted above, during any extensions thereof that are granted by the State with or without notice to the Surety, and during the life of any guaranty required under the contract: and (2) performs and fulfills all undertakings, covenants, terms, conditions, and agreements of any and all duly-authorized modifications of the contract that are made hereafter. Notice to the Surety of such modifications is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof, excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for the extension of any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:

Two witnesses for each of the Principal and Surety shall indicate by their signatures below that the signatories for the Principal and Surety executed this bond with proper authority on the date(s) indicated.

PRINCIPAL

SIGNATURE:	seal	Witness (signature):	SEAL
		Witness (typed name):	
NAME & TITLE OF SIGNATORY (typed):		Witness (signature):	
DATE:		Witness (typed name):	

CORPORATE SURETY

S	NAME & ADDRESS:	STATE OF INC.	LIABILITY LIMIT $	CORPORATE SEAL
u	SIGNATURE:	Witness (signature):		
R		Witness (typed name):		
E	NAME & TITLE OF SIGNATORY (typed)	Witness (signature):		
T	DATE:	Witness (typed name):		
Y	BOND PREMIUM: RATE PER THOUSAND: $		TOTAL: $	

INSTRUCTIONS

1 This form is authorized for use in connection with State contracts. Any alteration of this form will result in the bond's rejection as nonresponsive.

2 Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g. an attorney-in-fact) must furnish evidence of authority to do so if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3 Type the name and title of each person signing this bond in the spaces provided.

4 Corporations executing this bond shall affix their corporate seals hereto.

5 (a) The surety issuing this bond must be licensed as a corporate surety by the Insurance Commissioner of the State of Connecticut and must hold a Certificate of Authority as a surety acceptable to the Federal Department of Treasury.
(b) Any corporation executing the bond must appear on the Department of the Treasury's list of approved sureties and must act only within the underwriting limitation listed therein.
(c) The State may require the surety to furnish additional substantiating information concerning its financial capability.

6 Unless otherwise specified. the bond shall be submitted to the Connecticut Department of Transportation, Division of Purchasing & Materials Management

CONTRACT

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF TRANSPORTATION

AND FOR THE PURCHASE AND SALE OF

Aircraft Noise and Flight Track
Monitoring System
At
Bradley International Airport

_____, 200_

This contract is made as of the_____ day of_____, by and between,_____ (the "Contractor,") with a principal place of business at_____, acting by _____, its_____ and the State of Connecticut, Department of Transportation (Department), with a principal place of business at 2800 Berlin Turnpike, Newington, Connecticut, acting by _____, its_____, in accordance with Section _____ of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

(a) Bid: A Bid submitted in response to a Solicitation.

(b) Bidder: A person or entity submitting a competitive Bid in response to a Solicitation.

(c) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.

(d) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.

(e) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(f) Contract: This agreement, as of its effective date, between the Bidder and the Department for any or all Goods or Services at the Bid price.

(g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(h) Day: All calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(i) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

(j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit A.

(l) Goods or Services: Goods, services or both, as specified in the Solicitation and set forth in Exhibit A.

(m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(n) Services: The performance of labor or work, as specified in the Solicitation and set forth in Exhibit A.

(o) Solicitation: A Department request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Transportation. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in Exhibit A.

(p) State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency of the State.

(q) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

(r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION," "BID AND "BIDDER," ITS USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation," "Bid," and "Bidder" as used in this Contract shall be read to mean "Request for Proposals," Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

3. Term of Contract: Effective Date. The Contract will be in effect from _____ through _____ . The Department may, at its sole option, extend this Contract one or more times for a combined total period of up to the original term by providing notice to the Contractor in accordance with this Contract.

4. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the Performance."

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

6. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Department may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the Department or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:

(1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

(3) they vest authority, without any further act required on their part or the Department's part, in the Department and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Department's sole discretion, as if the Rejected Goods and Contractor Property were the Department's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the Department or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Department shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

(5) they do remise, release and forever discharge the Department and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Department and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Department, such information as the Department may require to evidence, in the Department's sole determination, compliance with this section.

7. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation, Expiration and Open Market Purchases, the Contract shall bind the Department to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

8. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

9. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Department. The Department may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by the Department for a breach is without prejudice to the Department's or the State's rights or possible Claims.

10. Termination, Cancellation and Expiration.

(a) Notwithstanding any provisions in this Contract, the Department, through a duly authorized employee, may Terminate the Contract whenever the Department makes a written determination that such Termination is in the best interests of the State. The Department shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, the Department, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.

(c) The Department shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Department for purposes of correspondence, or by hand delivery. Upon receiving such notice from the Department, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.

(d) Upon receipt of a written notice of Termination or Cancellation from the Department, the Contractor shall cease operations as directed by the Department in the notice, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the Department directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) In the case of any Termination or Cancellation, the Department shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Department in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Department, the Contractor shall assign to the Department, or any replacement contractor which the Department designates, all subcontracts, purchase orders and other commitments, deliver to the Department all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as the Department may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Department may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Department.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to

cure the breach within ten (10) days from the date that the breaching party receives such notice. In the case of a Contractor breach, any other time period which the Department sets forth in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Department believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Department notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the Department, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Department shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Department's invoice immediately after receiving the invoice. If the Department does not Cancel the Contract, the Department will deduct such open market purchases from the Contract quantities. However, if the Department deems it to be in the best interest of the State, the Department may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Department.

14. Purchase Orders.

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

(b) The Department shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Department requirements, particularly the Department's requirements concerning procurement. Only those purchase orders that have been issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

(e) The Department may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Department shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Department prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Department.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any

immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Department's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. The Department does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods' Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances for the Goods, the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Agency loading dock or receiving platform. Department receiving personnel are not required to assist in this process. The decision of the Department as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Department unless otherwise stated in the Bid.

(d) All risk of loss and damage to the Goods transfers to the Department upon Title vesting in the Department.

21. Goods Inspection. The Department shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Department may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that the Department may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused non-Performance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The Department and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Agency's prior written approval.

25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The Department may Cancel the Contract if the Contractor fails to comply with the Act.

26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to the Agency for itself, Contractor Parties and Bidder Parties, as appropriate, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the Department under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of

polystyrene foam;

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to the Department in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the Department, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

(k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder,

submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;

(n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with such Contractor Parties;

(o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(q) they owe no unemployment compensation contributions;

(r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

(t) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Department, such information as the Department may require to evidence, in the Department's sole determination, compliance with this section;

(u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Department upon complete installation, testing and acceptance of the Goods or Services and payment by the Department;

(v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Department all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Department;

(w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without the Department's prior written consent;

(y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) the Department's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

27. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

28. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

30. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 197 1, 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 Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

31. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by

such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United Sates or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56,46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The Contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor 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.

32. Tangible Personal Property.

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

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

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next

succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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

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

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

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

If to the Department:

State of Connecticut Department of Transportation
Division of Purchasing & Materials Management
2800 Berlin Turnpike
Newington, CT 06131-7546
Attention: Mary Matuszak

If to the Contractor:

NAME
ADDRESS
ADDRESS
Attention:_____

35. Insurance:

Before any contract is executed, the awarded Contractor(s) will be required to file with the Department of Transportation, within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Department of Transportation will provide their standard insurance certificate form "CON-32A" (most current version), Contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit the CON-32A within twenty (20) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner's and Contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. By signing this contract, the Contractor agrees that the State is authorized to contact the insurance provider(s) of the insurance policies required under this agreement/contract and obtain such policy(ies) directly. This provision shall survive the suspension, expiration or termination of this contract.

With respect to the operations performed by the Contractor under the terms of this Contract and also those performed for the Contractor by its subcontractors, the Contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the State of Connecticut in conjunction with paragraph (A) below, and with the State being named as an additional insured party with regard to the Commercial General Liability and Automobile Liability insurance required in paragraphs (B), (C), and (F) the minimum liability insurance coverage set forth in paragraphs, (A), (B), (C), and (F) at no direct cost to the State.

Contractor shall assume any and all deductibles in the described insurance policies.

The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage.

Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Contractor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

A. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of **ONE MILLION DOLLARS ($1,000,000.00)** per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS ($2,000,000.00)** for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of **ONE MILLION DOLLARS ($1,000,000.00)** for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS ($2,000,000.00)** for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of **ONE MILLION DOLLARS ($1,000,000.00)** Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least **TWO MILLION DOLLARS (2,000,000.00)**. Coverage extends to owned, hired and non-owned automobiles. If the vendor/Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars ($5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the

U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

F. UMBRELLA LIABILITY

In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B and C (if required) the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with Items A, B, C, D, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy(ies) shall be indicated on the CON-32A.

The Insurance Company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The Insurance Company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage are the responsibility of the Contractors. Insurance requirements will be **strictly enforced.** Contractors should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.**

Please mail or hand carry certificates to:

Department of Transportation
Bureau of Finance and Administration
Attn: Kryss Emigh
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

36. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

37. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

38. Parties. To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Solicitation and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."

39. Contractor Changes. The Contractor shall notify the Department in writing no later than ten (10) Days from the effective date of any change in:

    (a) its certificate of incorporation or other organizational document;

    (b) more than a controlling interest in the ownership of the Contractor; or

    (c) the individual(s) in charge of the Performance.

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

40. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

41. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and the Department, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Department's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

42. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

43. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

44. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

45. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

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

47. Confidential Information. The Department will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the Department receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall

apply and the conflicting provision or part shall not be given effect. If the Bidder indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "**CONFIDENTIAL**," the Department will endeavor to keep said information confidential to the extent permitted by law. The Department, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Bidder and Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Department or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

48. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

49. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the Department may, in its sole discretion, without more and without any action whatsoever required of the Department, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the Department. Accordingly, the Department may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Department, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

(b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with the Department or the State, then the Department may, in its sole discretion, without more and without any action whatsoever required of the Agency, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the Department may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Department or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

50. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

51. Summary of State Ethics Laws. Pursuant to the requirements of section 1-10lqq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

52. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

53. Time is of the Essence. Time is of the essence of this Contract. If either party shall fail to Perform their respective obligations under the Contract at the time fixed for the Performance of such respective obligations, the other party may Cancel the Contract in accordance with its terms.

54. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

DEPARTMENT OF TRANSPORTATION

STANDARD TERMS
AND
CONDITIONS

1. Submission of Bids or Proposals:

(a) Bids must be submitted on and in accordance with forms supplied by the Department. Electronic bids or bids transmitted by facsimile equipment will not be accepted unless so stated in the invitation to bid, or specifically authorized in writing by the Department prior to the bid opening date. In the event electronic or bids by facsimile equipment are accepted, the solicitation forms supplied by the Department must be properly and completely executed and returned in time to be received by the Department not later than the time and date specified for the opening of bids. Telephone bids will not be accepted under any circumstances.

(b) The time and date bids are to be opened is given in each invitation to bid. Bids received after the specified time and date of the scheduled bid opening shall not be considered. All bids must be sealed in envelopes furnished by the Division of Purchasing and Materials Management. If larger envelopes, boxes, etc., are required, the State's bid envelope must be clearly affixed to such package. All bids sent through the U.S. Mail must be addressed to the Department of Transportation, Division of Purchasing and Materials Management, P. O. Box 317546, Room Number (as specified in the contract documents), Newington, CT 06131-7546. Bids sent by express carrier should be sent to the Department of Transportation, 2800 Berlin Turnpike, Newington, CT 06131-7546, or hand carried to the Division of Purchasing and Materials Management, 2800 Berlin Turnpike, Room 1417, Newington, Connecticut. Bid envelopes must clearly indicate the bid number and the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

(c) Bidders are cautioned to verify their bids before submission, amendments to bids submitted, if received by the Department, after the time specified for the opening of bids, shall not be considered. This applies to bids sent by mail; those delivered in person, and electronic bids. An original and one (1) copy of the bid and proposal schedule and any requested documents shall be returned to the Division of Purchasing and Materials Management, Department of Transportation. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. All signatures shall be original signatures unless there is specific authorization from the Department for the use of non-manual forms of signature. Bidders are cautioned that erasures, alterations or corrections on both the original and copy of the bid or proposal schedule to be returned should be initialed by the person signing the bid or his authorized designee. In the event an authorized designee initials the erasure, alteration, or correction, there should be a written authorization from the person signing the bid to the person initialing the erasure, alteration, or correction. This includes erasures, alterations, corrections or any typing cover up method to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so may result in the rejection of the bid for item(s) erased, altered or corrected and not initialed.

(d) All information required in bid forms in connection with each item against which a bid is submitted must be given to constitute an acceptable bid. Failure to provide such information may result in disqualification of the bid.

(e) Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

(f) Bids may be submitted for all or any part of the total quantities of the agency's requirements listed in the bid, unless otherwise specifically indicated.

(g) Alternate bids shall not be considered unless specifically requested in the invitation to bid. An "alternate bid" is defined as one which is submitted in addition to the bidder's primary response.

(h) Multiple bids shall not be considered from the same bidder for any item, unless specifically requested in the invitation to bid. A "multiple bid" is defined as more than one bid to the same invitation to bid from the same bidder, whether on separate bid forms or attached to the initial bid form.

(i) Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an article, does not restrict respondents to that manufacturer or specific article. Such use simply indicates the character or quality of the article so described; but the article offered must be of such character and quality and include any applicable options, accessories, etc., that will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the Department to be so warranted by the respondent. Bids on comparable articles must clearly state the exact article being offered, including any and all applicable options, accessories, etc., and the respondent shall furnish such other information concerning the article being offered as will be helpful in evaluating acceptability for the purpose intended. If the respondent does not indicate that the article offered is other than specified, it will be understood that the bidder is offering the article exactly as specified.

(j) Prices shall be extended in decimals; fractions will not be accepted. All prices shall be net, subject to a cash discount and must include transportation and delivery charges fully prepaid by the contractor to the destinations specified in the invitation to bid.

(k) The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the federal government and/or the State. Such taxes must not be included in bid prices. Federal excise exemption certificates will be furnished, on request, by the agency.

(l) In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in the rejection of bids so affected except in the event of bids awarded on a total basis. In that case, the lower total price will be considered in making the award.

(m) The respondent declares that the bid is not made in connection with any other respondent submitting a bid for the same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation to bid, such statement must be completed in every detail.

(n) Unless noted otherwise, as in the case of Request For Proposals (RFP's), all bids will be opened and read publicly, and thereafter, are subject to public inspection during normal business hours of the office. Bidders may be present or be represented at all openings. Abstracts of bids received are not prepared for distribution or given out by telephone.

(o) The Department reserves the right to amend or cancel an invitation to bid prior to the date of the bid opening. If the respondent finds any discrepancies or contradictions in the specifications, drawings or other documents, the respondent should notify the Director of Purchasing and Materials Management of the Department of Transportation in writing prior to the bid opening date. Failure to provide such notification shall waive any such Bidder's rights to the amendment or alteration of the invitation to bid, specifications, drawings or other documents and the Department's interpretation of the invitation to bid, plans or drawings shall prevail.

(p) ADDENDA AND INTERPRETATIONS: No interpretations of the invitation to bid, drawings and/or specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Director of Purchasing and Materials Management, Department of Transportation and to be given consideration must be received at least (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the invitation to bid which, if issued, will be mailed to all prospective bidders for the transmittal of notices, addenda and interpretations.

2. Samples:

(a) All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity as the accepted bid sample:

(b) Samples, when required, must be submitted strictly in accordance with instructions; otherwise the bid may not be considered. If samples are requested subsequent to the opening of bids, they shall be delivered as specified in the invitation to bid. Samples may be requested on a no-cost basis to the Department. Bidders should advise the Department if they want the samples returned, although the samples may be useless after testing. Bidders must pay for all shipping costs for returned samples and assume all risk in the shipping process.

(c) When the invitation to bid indicates that an item to be purchased is to be equivalent to a sample, such sample will be on display at a specified location. Failure on the part of a Bidder to examine the sample shall not entitle it to any relief from the conditions imposed by the invitation to bid.

3. Award:

(a) An award will be made to the lowest responsible qualified respondent. The quality of the articles or services to be supplied, their conformity with the specifications, their suitability to the requirements of the Department, and the delivery terms and administrative costs of the State as currently prescribed by the Department will be taken into consideration in making the award.

(b) The Department reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid; to reject any and all bids in whole or in part; to waive technical defects, minor irregularities and omissions if, in his judgment, the best interest of the State will be served.

(c) The Department reserves the right to make awards within thirty (30) calendar days from the date bids are opened, unless otherwise specified in the invitation to bid, during which period bids shall not be withdrawn unless the respondent distinctly states in his bid that acceptance thereof must be made within a shorter specified time. Should an award, in whole or in part, be delayed beyond the period of thirty (30) days or such other period otherwise specified in the invitation to bid or an earlier date specified by a bidder in its bid, such awards shall be conditioned upon the bidder's acceptance.

(d) A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the invitation to bid.

(e) The quantities listed in the invitation to bid may be increased or decreased by the Department to meet new or amended requirements of the agency between the time the bid is issued and the time the award is made, subject to the Bidder's acceptance.

(f) All other factors being equal, preference may be given to a respondent offering supplies, materials and equipment produced, assembled or manufactured in the State and services originating and provided in the State.

(g) A cash discount may be offered by a Bidder for prompt payment of bills, but such a cash discount will not be taken into consideration in determining the low respondent except in the case of tie bids.

(h) The Department reserves the right to reject the bid of any bidder in default of any prior State contract or guilty of misrepresentation or of any respondent having as a sales agent or representative an individual in default or guilty of misrepresentation.

(i) The Department reserves the right to correct inaccurate awards resulting from his clerical or administrative errors.

4. Contract:

(a) For the purposes of this section, "Public Works Contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to matching expenditures, grants, loans, insurance or guarantees.

(b) Each bid shall be received with the understanding that the acceptance in writing by the Department of the offer to furnish any or all of the commodities and/or services described on his part, to furnish and deliver the commodities and/or services at the prices given and in therein shall constitute a contract between the respondent and the State. This shall bind the respondent in accordance with the conditions of the accepted bid and the invitation to bid. It shall bind the Department, on its part, to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices all commodities and/or services ordered and delivered. The Department reserves the right to order up to ten percent (10%) more or less than the quantity listed in the bid or as amended in the award.

(c) No alterations or variations of the terms of the contract shall be valid or binding upon the Department unless made in writing and signed by the Commissioner or his designee.

(d) Contracts will remain in force and effect for the entire contract period specified and until all articles or services ordered before the date of termination shall have been satisfactorily delivered and accepted and thereafter until all the terms and conditions have been met, unless:

(1) Contract quantities will be assumed to have been ordered prior to the expiration period according to the contract terms and conditions. The contractor, upon request, shall furnish a statement of unordered balances prior to the termination of the contract upon request.

(2) The mailing, delivery or receipt in person of a notice of award will constitute acceptance of the Bidder's bid by the Department. If any Bidder refuses to accept a notice of award within ten

(10) days of said acceptance of the bid, such contract may be awarded to the next lowest responsible qualified Bidder, and so on until a notice of award is accepted. Refusal to accept a notice of award after the ten (10) day period shall not be considered and such respondent shall be subject to the provisions of Section A.4.h below. When so requested by the Commissioner, the contractor shall execute a formal contract with the State for the complete performance specified therein.

(3) The contract may be canceled or annulled by the Department upon non-performance of the contract terms and conditions by the contractor or failure of the contractor to furnish performance and/or payment security, if required, within twenty (20) days from the date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.

(4) The failure of a contractor to deliver commodities or perform services within the time specified in his bid, or as amended by the Contractor and accepted by the Department, or within a reasonable time as interpreted by the Department, of failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Department, will constitute authority for the Department to purchase on the open market commodities or services to replace those which have been rejected, not delivered, or not performed.

(5) The Department reserves the right to remove from the Bidder's file for an indeterminate period the name of any respondent for failure to accept a notice of award after ten (10) days' notice in accordance with Section 4(d)(2) above, or the name of any contractor for unsatisfactory performance or failure to reimburse the State for open market purchases in accordance in Section 4(d)(2) above.

5. <u>Operation and Use of Commercial Motor Vehicles:</u>

(a) Under Connecticut law, a commercial vehicle used by contractors in connection with work on a project may be subject to Connecticut registration requirements. Registration is required for any vehicle which is most frequently garaged in this State, or most frequently leaves from and returns to one or more points within this State in the normal course of operations, in accordance with §14-12 of the Conn. Gen. Stat. In addition, a vehicle must obtain a Connecticut registration if it continuously receives and discharges the same cargo within this state. Contractors must comply with all provisions and regulations of this law.

6. <u>Payment:</u>

(a) Correction of Work Before Final Payment: The Contractor will promptly, and without expense to the Department, remove from the premises all materials condemned by the Department as failing to conform to the contract requirements, whether incorporated in the work or not; will promptly, and without expense to the State, replace any such materials so the same shall be in accordance with the contract requirements and will bear the expense of making good all work of others destroyed or damaged by such removal or replacement.

(b) If the Contractor, after receipt of notice from the Department, does not remove such condemned material within a reasonable time as fixed in such notice, the Department may remove and store such materials at the expense of the Contractor. Such action shall not affect the obligation of the Contractor to replace and re-execute the work and to bear the expense herein- before referred to. If

the Department deems it inexpedient or undesirable to correct any portion of the work injured or done not in accordance with the contract requirements, the compensation to be paid to the Contractor hereunder shall be reduced by such amount, as in the judgment of the Commissioner, shall be equitable.

(c) Correction of Work After Final Payment: The final payment to the Contractor shall not relieve him of his responsibility for defects in materials or workmanship; the Contractor, unless otherwise expressly provided in the specifications, shall remedy such defects and shall pay for any damage to other work appearing within one year from the date of substantial completion and resulting from such defects.

(d) Scope of Payments: The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools and equipment and for performing all work contemplated and embraced under the contract; also for all loss or damage arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the prosecution of the work as herein specified and for any infringement of patent, trademark or copyright and for completing the project and the whole thereof, in an acceptable manner according to the plans and specifications.

(e) Partial Payments: For purposes of partial payments the agency inspector will make partial receiving reports, if required, covering the materials delivered as specified and the amount of work performed in accordance with the relative value thereof to the total bid price.

(f) Payment will be made only after the receipt of a properly completed invoice. All invoices shall be sent directly to the Accounts Payable Unit. All inquiries regarding the status of unpaid invoices should be directed to the Accounts Payable Unit. In cases where there is any defect or impropriety in the contractor's claim, the Department shall contact the Contractor within ten (10) days. If the Contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the Contractor being paid after the expiration of the forty-five (45) day payment period. Payment within forty-five (45) days does not apply when exempt under the provisions of Section 4a-72, of the General Statutes of Connecticut, as revised.

7. <u>Prompt Payment Exceptions:</u>

(a) The Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever the agency fails to make timely payment in accordance with the provisions of Section 6(d) and Section 13(a). Interest will not be paid for exceptions as listed in Section 4a-72 (formerly Section 4-121b) of the General Statutes of Connecticut, as revised.

(b) Any amount of interest penalty which remains unpaid at the end of any thirty (30) day period shall be added to the principal amount of the debt and, thereafter, interest penalties shall accrue on that amount. The Contractor must submit a separate invoice for interest charges.

(c) All charges against a Contractor shall be deducted from current obligations of the State that are due or may become due the Contractor. In the event that collection is not made in this manner, the Contractor shall pay the state, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

(d) Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Commissioner.

8. Statutory Authority:

(a) The Department will under their statutory authority (CGS § 13b-4(12) Remodeling, Alteration, Repair or Enlargement of Real Property and (CGS § 13b-34) Public Transportation Requirements.) or a delegation of authority; advertise, bid, and award a Contract in accordance with Exhibit A.

9. Compliance with CT Gen. Statutes Sections 33-922, 33-636 and 33-953:

(a) Prior to the award of any contract, corporations which are incorporated in states other than Connecticut (foreign corporations) must have on file with the Connecticut Secretary of State's Office, an approved Certificate of Authority and corporations incorporated in Connecticut (domestic corporations) must have on file an approved Certificate of Incorporation. All required annual reports for both types of corporations, including the organizational report for domestic corporations must also be on file with the Connecticut Secretary of State's Office. See Conn. Gen. Statutes 33-636, 33-922 and 33-953. Any questions regarding these filing requirements may be directed to the Connecticut Secretary of State's Office at (860) 509-6002. You may also review information on the Secretary of State's Office website at http://www.sots.ct.gov/

10. Suspension or Debarment:

(a) Suspended or debarred Contractors, suppliers, material men, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(b) The signature on the contract by the Contractor shall constitute certification that to the best of its knowledge and belief the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Has not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)b. of this certification; and

(4) Has not within a three-year period preceding the contract had one or more public transactions (Federal, State or local) terminated for cause or default.

(c) Any change in the above status shall be reported to the Department immediately.

(d) Where the Contractor is unable to certify to any of the statements in the certification, such Contractor shall attach an explanation to the contract.

(1) The Contractor agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts and purchase orders.

(2) The prospective subcontractor or purchase order participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective subcontractor and purchase order participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to the proposal.

11. Claims and Disputes:

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the by the Commissioner of the Department or his/her designee whose decision shall be final and shall produce their decision in writing within sixty (60) days of receipt of written notification of the dispute by the Contractor and mail or otherwise furnish a copy thereof to the Contractor.

(b) The decisions by the Commissioner of the Department or his/her designee shall be final and conclusive unless, within six (6) months from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Department a written appeal addressed to the Department of Transportation, Bureau of Finance and Administration, Office of Purchasing and Materials Management, 2800 Berlin Turnpike, P.O. Box 317546, Newington, Connecticut, 06131-7546.

(c) In connection with any appeal proceeding under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal.

(d) Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with ConnDOT's decision.

12. General Discussion:

(a) The Division of Purchasing and Materials Management will appreciate your assistance in making a careful study of the specifications and invitation to bid or request for proposal for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the State.

(b) In soliciting an interest on your part in reviewing our contract procedure, we believe closer cooperation will be developed between prospective respondents and the Department.

(c) If possible, we should like to have your suggestions or comments prior to the date of bid opening indicated in the bid. In replying, will you please refer to the commodity as well as the bid number.

(d) If no suggestions or comments are offered, we shall assume that the signing of the bid indicated your approval of these forms in their present content.

13. Liquidation of Indebtedness:

(a) The State may refuse at any time to make payments under this contract, if (1) the Contractor has failed to comply with the terms of the contract or any applicable state law or regulation, or (2) the Contractor is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment of the objectives of this contract. Under such conditions, the State will inform the Contractor, in writing, that payment will not be made after a specified date until the noncompliance described in such is corrected, or the indebtedness is liquidated.

14. Rights:

(a) It is expressly stipulated and understood that the State shall have and retain sole exclusive right and title in and to any forms, maps, or materials produced for the Department, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the Contractor or printer shall not copyright, register, distribute or claim any rights in or to said forms, maps or materials or the work produced under the contract.

(b) The Contractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624, Connecticut Antitrust Act, of the General Statutes of Connecticut, as revised, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgement by the parties.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

ABBREVIATIONS

ANSI	American National Standards Institute
ASOS	Automated Surface Observation System
BDL	Bradley International Airport – "Airport"
ConnDOT	Connecticut Department of Transportation
D-ATIS	Digital Automated Terminal Information Service
dB	Decibel
DNL	Day-Night Average Sound Level
FAA	Federal Aviation Administration
GIS	Geographic Information System
GPS	Global Positioning System
HNL	Hourly Noise Level
L_{eq}	Equivalent Sound Level
$L_{eq}(24)$	24-Hour Equivalent Sound Level
L_{max}	Maximum Noise Level
NFTMS	Noise and Flight Track Monitoring System
NMU	Noise Monitoring Units
PCA	Point of Closest Approach
RFP	Request For Proposals
SEL	Sound Exposure Level
STARS	Standard Terminal Automation Replacement System

GENERAL PROVISIONS

1.01 <u>SCOPE/DESCRIPTION</u>:

The Connecticut Department of Transportation ("ConnDOT"), operators of Bradley International Airport ("Airport"), seeks proposals in response to this **Request For Proposal ("RFP")** from system integrators qualified and experienced in aircraft noise and flight track monitoring to provide the necessary equipment and support services to acquire, install and maintain a Noise and Flight Track Monitoring System ("NFTMS") that is eligible for FAA funding at Bradley International Airport. The system shall include approximately three (3) user-friendly portable noise monitoring units. The Noise Monitoring Units ("NMU") will be placed in location for 6-12 months. The system shall have a minimum useful life of ten years and shall be upgradeable and expandable.

1.02 <u>BACKGROUND</u>

Bradley International Airport (Airport) is located approximately 12 miles north of Hartford, CT and is located (in part) in the towns of Windsor, Windsor Locks, East Granby, and Suffield, CT. The Connecticut Department of Transportation, Bureau of Aviation and Ports, operates the airport, which covers an area of approximately 2360 acres. As owner of a 139 Certified Airport, the State is committed to providing an airport with aviation facilities complying with Federal Aviation regulations for scheduled passenger and cargo operations.

The Airport currently averages 260 scheduled passenger flights per day and is served by eight major/national and six regional/commuter airlines: Air Canada Jazz, American, American Eagle, Delta, Continental, Continental Express, Frontier, Northwest, Midwest Connect/Skyway, Southwest, United, United Express, US Airways and US Airways Express. In 2005 7.4 million passengers arrived to and departed from Bradley. The Airport recently began international service to Amsterdam in July 2007.

The FAA approved the Airport's 14 CFR Part 150 Study in August 2004. Included in the recommended measures was the acquisition of a NFTMS. Currently the Airport does not have means of researching aircraft generated complaints, developing aircraft tracks, or monitoring aircraft generated noise. The Airport envisions the NFTMS to be a great enhancement for the surrounding communities to address airport generated noise.

The Airport seeks a Contractor with a vision of the future that includes a commitment to continued development and support of the NFTMS.

1.03 <u>CONTRACT PERIOD</u>:

ConnDOT intends that this contract shall be in effect for a period of three (3) years from the Date of Award. ConnDOT reserves the right to extend this contract for a period of up to the full original contract term or parts thereof. Options for 3rd, 4th and 5th year extended warranties as noted elsewhere in these specifications may be exercised, at the sole discretion of ConnDOT.

The Contractor is required to configure, deliver and install the initial system within six (6) months after receipt of a Purchase Order.

In the event that the selected Proposal necessitates easements, the Contractor may be granted additional time to complete the initial project, the length of which will be determined at the sole discretion of ConnDOT.

1.04 QUESTIONS:

Questions regarding the terms and conditions or the technical specifications contained herein, shall be submitted, in writing, no later than 12:00 p.m. on December 12, 2007. Questions must be forwarded to the Department of Transportation, Div. of Purchasing and Materials Management to the attention of Mary Matuszak, Purchasing Services Officer 3, by e-mail to mary.matuszak@po.state.ct.us

Responses to all questions received will be issued in the form of an Addendum to the RFP, and will be posted on the Department of Administrative Services (DAS) Bid Portal – www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp

1.05 APPROVED EQUAL:

Proposers not offering the items specified must supply documentation and/or specifications, illustrations, or other pertinent information as required as evidence that the substitute items are equal to or better than the items listed. Proposers must submit this documentation with their RFPs. Proposers not supplying the documentation will be considered non-responsive. Samples of proposed items may be requested and will be provided by the Proposer at no cost to ConnDOT. Should ConnDOT request samples, the Proposer must deliver them to Bradley International Airport, Windsor Locks, CT within 48 hours of the request.

1.06 RFP DUE DATE:

This is a Request For Proposals (RFP), NOT an Invitation for Bids (IFB); therefore, Proposals will not be publicly opened and read. **No Proposals will be received for consideration after 11:00 a.m. Local Time on the RFP Due Date.**

The signed RFP shall be submitted in a separate envelope or package, sealed and identified as follows:

SEALED RFP NO. DOT-07-7001

NOT TO BE OPENED UNTIL
11:00 a.m. Local Time, Friday, January 4, 2007

RFPs may be mailed or delivered in person prior to the latest date stipulated for receipt of RFPs as follows:

If the RFP is sent via **A COMMERCIAL EXPRESS CARRIER**, please address RFP as follows:
The Department of Transportation
Attn: Mary Matuszak
2800 Berlin Turnpike
Newington, CT 06111

If the RFP is sent via **U. S. MAIL**, please address RFP as follows:
The Department of Transportation
Attn: Mary Matuszak
P.O. Box 317546
Newington, CT 06131-7546

If the RFP is being **HAND CARRIED**, please deliver to:
The Department of Transportation
2800 Berlin Turnpike
Newington, CT

Room 1417

Receipt of hand delivered Proposals, prior to RFP Due Date, can be made between 8:00 a.m. and 4:00 p.m. Local Time, Monday through Friday excluding State Holidays. In the event that the Proposal is delivered on the RFP Due Date, it must be received prior to 11:00 A.M. Local Time

1.07 PROPOSAL SCHEDULE:

Proposers are requested to return four sets (one original and three copies) of the Price Schedule and other related documents required in this RFP.

1.08 BASIS OF AWARD:

A selection committee will review and score all proposals. The evaluation criteria listed below, in addition to the requirements, terms and conditions identified throughout this RFP document, will comprise the selection process. The Contract will be awarded to the responsive and responsible vendor who scores highest in the evaluation criteria. **The criteria are listed in order of highest to lowest importance in the evaluation ratings.**

Evaluation Criteria Submittals: Prospective Proposers **MUST** submit, in writing, a detailed narrative addressing each of the evaluation criteria below with RFP documents, to enable comparison with other Proposals received. Please number and letter your responses to correspond with each item listed above for identification purposes. **Failure to submit Evaluation Criteria Submittals with RFP package will result in rejection of RFP.**

Proposals will be evaluated in accordance with the following criteria:

1. Cost to install and implement the NFTMS (Exhibit B – Price Schedule)

2. Technical Responsiveness (ability to meet technical specifications)
   a) Options

3. Proposer's Qualifications
   a) Experience of the Proposer
   b) Client references

4. Contractor customer support infrastructure

5. Overall system performance:
   a) Software/hardware (ease of use, appearance, compatibility)
   b) Noise monitoring hardware (ease of use, availability, reliability)
   c) Flight tracking subsystem (accuracy, coverage, features)

6. Warranty
   a) Available levels of service request response (e.g., system failure, routine update, etc.)
   b) Mode(s) of providing the service methods of providing frequent (daily) progress reports
   c) Time required for the Contractor's response
   d) Number and location(s) of service representatives available

7. Value-added services (Available features/enhancements over and above the requirements stated)

Firm(s) may be invited to make proposal presentations during the evaluation phase.

1.09 SUBCONTRACTORS:

With its RFP return, the Proposer must submit the names and qualifications of any subcontractors it intends to use on the project for review and approval by the State. Contractors acknowledge by the act of submitting an RFP that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of ConnDOT or his designee may direct any subcontractor as ConnDOT deems to be necessary or appropriate. It is also understood that the Contractor will be responsible for all payment of fees charged by its subcontractor(s). The Contractor must perform a minimum of 51% of the services described in the specifications.

1.08 REQUIRED FEDERAL CONTRACT PROVISIONS:

FAA provisions are attached (see Exhibit D) and are included as part of this RFP.

1.10 LICENSE REQUIREMENTS:

Where applicable, companies submitting Proposals must meet the license requirement of **Chapter 393 - electricians, plumbers, heating, piping and cooling contractors, journeyperson, elevator and fire protection sprinkler craftsmen** of the Connecticut General Statutes. When proposing these items a Proposer should submit a copy of their E-1 Electrician - Unlimited Electrical Contractor's license, and a copy of their E-2 Electricians - Unlimited electrical journeyperson's license (if company intends to have an E-2 working under the supervision of an E-1), and any other licenses required by law for employees working under the authority of this contract.

Throughout the contract period ConnDOT will verify the licensing credentials of the Contractor. See attached explanation of each license. ConnDOT will assume contractors will correctly propose and assign personnel in accordance with these requirements.

The E-1 holder must be employed by the Contractor. Apprentices must be in an apprentice program with the State of Connecticut. The ratio of E-1 to E-2 apprentices must be one-to-one.

1.11 PROJECT SPECIFICATIONS:

All work is to be performed in accordance with the Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, as supplemented and amended; and with the attached specifications and requirements.

Form 816 may be purchased from:

Connecticut Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington CT 06131-7546

The price is $20.00 if sent by mail, $16.00 if picked up in person. Checks are to be made out to: Treasurer- State of Connecticut. Form 816 also can be viewed on the Department's web site: www.ct.gov/dot/cwp/view.asp?a=1385&Q=319212.

1.12 MATERIALS:

All materials provided under the terms of this RFP must be new.

1.13 BONDS:

PERFORMANCE BOND: Contractor will provide a Performance Bond in the full amount of the contract. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued shall result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT's bond request. Other offers of surety will be viewed on a case by case basis.

Such bond shall be:

1. Corporation: The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.

2. Firm or Partnership: The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".

3. Individual: The Bond must be signed by the individual owning the business and indicated "Owner".

4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.

5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.

6. Signatures of two witnesses for both principal and the Surety must appear on the bond.

7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the Bureau of Finance & Administration.

Re-insurance arrangements will not be acceptable for Performance Bonds. A maximum of one Co-surety will be acceptable for a Performance Bond. Be advised that ConnDOT, as obligee, will hold all surety companies which execute Performance Bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

PARTY FOR NOTICE:

Connecticut Department of Transportation
Division of Purchasing and Materials Management
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546
FAX: (860) 594-2174

1.14 PURCHASE ORDERS:

Purchase orders will be issued by ConnDOT's Processing Unit. Questions concerning purchase orders are to be directed to the Processing Unit at telephone number (860) 594-2070.

1.15 PROJECT MEETINGS:

Project meeting(s) may be scheduled by ConnDOT as needed. Such meetings will be held at no additional cost to the State.

1.16 HOURS OF WORK:

The Contractor will be allowed to perform the initial system installation between the hours of 8:30 A.M. and 4:00 P.M Monday through Friday, excluding State holidays, or as mutually agreed upon by the Contractor and the State.

1.17 STANDARDS:

Contractors supplying services are required to comply with the current Connecticut Occupational Safety and Health standards. Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations and any other applicable standard or regulation.

1.18 CONSTRUCTION SAFETY AND HEALTH STANDARDS:

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to the employee's health or safety, as determined under construction safety and health standards Title 29 CFR, Part 1926, formerly Part 1518 and Safety Standards Act.

1.19 STORAGE:

The State may provide an on-site space for short term storage of equipment, at its sole discretion.

1.20 DISPOSAL OF WASTE:

All debris generated by the Contractor must be removed from the area by the Contractor at its expense on a daily basis. The Contractor is not allowed to dispose of any material in any of the Airport's dumpsters located on-site.

1.21 BASIS OF PAYMENT:

Payment will be made for the project as described herein at the contract Proposal price. The bid price includes, but is not limited to all materials, tools, equipment, transportation and labor required to complete the work.

1.22 PAYMENTS:

The Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at (860) 594-2305. All billing must contain the Contractor's tax identification number, Department purchase order number and the invoice number.

For prompt payment processing, please mail invoices to the following address:

Department of Transportation
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

Department payment terms are net 45 days.

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

1.23 WARRANTY:

Proposer's pricing shall include a three-year warranty covering all parts and labor for all NFTMS hardware, technical support, which will include a service "hot line", on-line and on-site service, and all software upgrades and updates consistent with this specification, including the NFTMS software, base map files, OAG data and the aircraft registry.

Additional warranty requirements are noted in the "Technical Specifications" Section of this RFP.

In addition to the initial warranty required above, Proposers shall provide extended warranty pricing for a fourth, fifth, and sixth year. Extended warranty(ies) will be considered as options and may or may not be purchased, at the sole discretion of the State.

1.24 BUSINESS OPERATIONAL CHANGES:

In the event the awarded Contractor moves or changes telephone numbers, it is the Contractor's responsibility to advise the Department of Transportation, Div. of Purchasing & Materials Management of such changes in writing. ConnDOT will not be held responsible if payments or purchase orders are delayed because the Contractor failed to notify the State. Change of address and telephone numbers must be forwarded to:

Department of Transportation
Div. of Purchasing and Materials Mgmt.
Attn: Mary Matuszak
2800 Berlin Turnpike
Newington, CT 06131-7546

1.25 CONTRACT SEPARATELY / ADDITIONAL SAVINGS OPPORTUNITIES:

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgement of ConnDOT, the requirement is sufficiently large to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

Throughout the contract period, ConnDOT may request price quotes from the Contractor to meet and accommodate its needs as they develop. Such requests may relate to the expansion/upgrading of the system, including, but not limited to firmware and software upgrades, software support and modifications, etc. ConnDOT will then negotiate with the Contractor to add such modifications by supplement to the contract. Modifications may result in an extension of the contract period for the purpose of service/maintenance to the system.

TECHNICAL SPECIFICATIONS

The purpose of the specifications is to provide guidelines for the preparation of Proposals by qualified Contractors to provide the necessary equipment and support services to install and maintain a NFTMS at the Airport. These specifications should be viewed primarily as performance specifications, rather than as specified requirements, as the Airport prefers the Contractor have maximum flexibility in achieving the design objectives of the NFTMS. Therefore, Proposals may be expected to include variations in specific system design features, especially where current technology provides cost-effective solutions to the needs of the NFTMS

If any of the information provided by the Contractor in response to these specifications is proprietary, the Airport will maintain the confidentiality of that information, provided that the proprietary information is clearly marked on each page containing that information.

Proposers must submit a detailed narrative for each item below with RFP documents, addressing how your system will perform the functionality described. Please number and letter your responses to correspond with each item listed above for identification purposes. Failure to submit will result in rejection of RFP.

2.1 System Objectives

The NFTMS referred to in this specification will constitute an essential element of the Airport Noise Management Program. The Airport has identified the following primary objectives of the NFTMS:

- Respond to noise complaints by correlating flight track data with aircraft ownership information and accurately determining the circumstances leading to the complaints.
- Collect accurate aircraft operations counts, aircraft type information, aircraft flight track data, and aircraft altitude profile data to aid in the calculation of aircraft noise contours.
- Provide accurate real-time, Mode S flight track and altitude profile data to illustrate compliance with noise abatement flight procedures at the Airport.
- Provide data to concerned citizens, local officials, the Airport, and aircraft operators regarding aircraft operations.
- Maximize the integration of the monitoring, analysis, reporting, and database management functions in the NFTMS.
- Respond to the evolving needs and conditions by permitting ongoing expansion of system functions in an efficient and timely manner.
- Most efficient use of a limited Noise Office staff through an automated, off-site managed, turn key system.
- Generate aircraft noise contours.

2.2 Options

The following are options to the NFTMS and may or may not be purchased, at the sole discretion of the State. They should be addressed separately on the attached "Exhibit B" - Price Schedule:

A) Provide a website application for concerned citizens to view in "near real time" aircraft operating in the area.
B) Portable public presentation equipment
C) 2 additional software licenses
D) Alternative to a conventional service contract that provides for routine monitoring, backup, updates and service of the NFTMS by the Contractor at a remote location, allowing the Airport system use via an Internet connection. (If the Contractor

chooses to offer such a service, a proposal price shall be submitted)

E) Extended Warranty pricing for a 4th, 5th, and 6th year

F) Additional Training (as needed) on a per diem basis

2.3 Proposed System Configuration

FIGURE 1

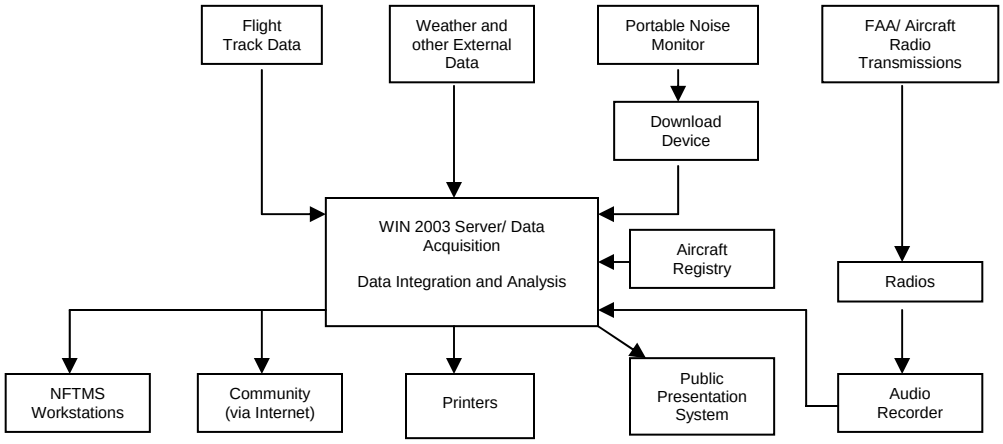


Figure 1 presents a proposed overview of the functional configuration of the NFTMS. Figure 1 is intended to show the relationship between various major components of the system. Individual components and their specific functions are described in the following sections of this document. Figure 1 is provided as a design aid, rather than the sole acceptable design. Contractors are encouraged to propose an NFTMS design which achieves the system objectives and functional capabilities described in these specifications.

The Contractor shall describe the experience of the company with the proposed system configuration, including length of time and number of clients provided with a similar system. References must be provided. During the selection process, Airport staff members intend to visit one or more representative clients of the first-ranked Contractors to assess the functionality of the systems provided to those clients.

2.4 Noise Management Office

The Airport will provide an office at the Airport to house the NFTMS and associated hardware. This office is referred to herein as the Noise Management Office. The location and floor plan will be provided to the Contractors upon request. The system server(s) will be located either in the IT server room approximately 200 feet from the Noise Management Office or in the Noise Management Office based on recommendations from the Contractor. The NFTMS audio equipment and radios will be located in the Operations Office. One analysis computer and the system printers will be located in the Noise Management Office. One analysis computer will be located in the Airport Operations office. An additional analysis computer will be located in the Administration Office. The analysis computer for the Administration Office will be provided by the Airport and only requires the appropriate licenses to operate the NFTMS.

The Airport will provide adequate office furniture to support the components and functions of the NFTMS, including storage for supplies such as paper, printer cartridges, data storage media, etc.

The Contractor is responsible to supply new computer equipment with the following minimum specifications:

2.4.1 System Server

If the proposed NFTMS requires a system server or servers, they will be housed in the Noise Management Office or in the IT server room. It is expected that the Airport Noise Abatement Officer will be the primary operator of this server so every effort should be made to simplify and document the tasks required to be completed by the Officer.

The following are the minimum server specifications required by ConnDOT's IT Department, however; the Contractor shall provide the server configuration that best serves its overall design solution. A brief explanation of equivalency or benefits shall accompany alternative solutions.

Dell Power Edge 2850 or equivalent approved by the State
Processor: Processor Upgrade to Intel Xeon 3.6Ghz/2MB Cache, 800MHz FSB
Processor Additional Intel Xeon 3.6Ghz/2MB Cache, 800MHZ FSB

Memory: Memory 4GB DDR2, 400MHz (4x1GB), Single Ranked DIMMs

Floppy Drive: 3.5" 1.44 MB

Optical Drive: CD/DVD Drive: 24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers, All OS

Hard Drive:
Hard Drive Configuration: Drives attached to embedded PERC4ei, RAID 1, RAID 5
Hard Drive Backplane:1x6 Hard Drive Backplane
Primary Controller: Embedded RAID (ROMB) PERC4ei (Embedded Integrated)
First Hard Drive – 73GB 15K RPM Ultra 320 SCSI Drive
Second Hard Drive – 73GB 15K RPM Ultra 320 SCSI Drive
Third Hard Drive – 146GB 15K RPM Ultra 320 SCSI Drive
Fourth Hard Drive – 146GB 15K RPM Ultra 320 SCSI Drive
Fifth Hard Drive – 146GB 15K RPM Ultra 320 SCSI Drive
Sixth Hard Drive – 146GB 15K RPM Ultra 320 SCSI Drive
Riser Card: Riser with PCI-X Support and Embedded Raid (ROMB) Support

Network Adapter:
Dual On-Board NICs
Dell Remote Access Card

Chassis Configuration/Bezel: Rack Chassis with Rapid Rails/Active ID Bezel option

Power Supply: Redundant Power Supply

Operating System: Windows Server 2003, Standard Edition with 5 Client Licenses

Initial Warranty: 3 Years same Day 4 Hr response parts + Onsite (Airport site) Labor (7 Days x 24 Hours)

The internal hard disk drives shall be provided with sufficient capacity to store the operating system and utilities, as well as the software provided with the NFTMS. Sufficient additional data storage shall be provided to store data online for a period of at least five years, including data for noise levels, operations, complaints, weather, and flight tracks. The Contractor should state the maximum amount of data that can be stored on the recommended system server configuration. The Airport encourages an innovative approach to the need for storing online data. At a minimum, online data storage should provide high-speed access to the stored data as well as data storage and redundancy and security. The Proposal must include an estimate of the time required to perform a simple search of the flight track database (such as the number of departures on a given runway) over a 1 year period.

Data backup capabilities shall be provided to allow for periodic data backup and archiving. Digital data back up is preferred. The backup unit and its software shall provide for rapid storage and reloading of data and software. The software shall be simple to use for backup, archiving and retrieval of stored data. Due to the anticipated volume of data, a fast, cost-effective, and efficient method of archiving and entering archived data is required. The Proposal must describe the archiving method in detail.

The system server or associated input device must include a secure capability to acquire real-time and stored data from the weather data source and the flight track data acquisition system as needed, consistent with the Contractor's proposed system design, and the overall specifications for the NTFMS. The Proposal must list the recommended secure communications capability and components required.

The system server must include an internal clock set automatically, or by keyboard command, by reference to the National Institute of Standards and Technology (NIST) or an Official US time source. The clock shall serve as master clock for the NMUs, flight track data, and the analysis computers, and may not drift more than one second per day.

The Contractor must provide an uninterruptible power supply (UPS) for the NFTMS server components, which will provide power to the system server and display for at least 60 minutes in the event of a power failure. All other NFTMS electrical equipment shall be provided with surge protection. The system server, analysis computers, and printers shall be networked using TCP/IP protocol.

2.4.2 Analysis Computers

The NFTMS shall include three noise abatement analysis computers; one will be located in the Noise Management Office, one analysis computer to be located in the Airport Operations office and the other in the Administration Office. The third analysis computer will be supplied by the Airport. The required software required to operate the NFTMS on the third computer shall be purchased separately. The analysis computer in the Noise Management Office shall have two monitors. The purpose of the analysis computers will be to perform analyses of airport noise and operations data without interfering with the intensive data acquisition and management tasks of the system server.

The following are the <u>minimum</u> analysis computer specifications required by ConnDOT's IT Department:

Dell Optiplex 745 Small Form or equivalent approved by the State

Processor: Intel Core 2 Duo Processor, (3.2 GHz, w/2MB L2 cache 1066MHz FSB)

Memory: 4 GB DDR2 SDRAM (667 MHz, 2 DIMMS)

Hard Drive: 160 GB

Floppy Drive: 3.5" 1.44MB

Optical Drive: Optical Drive 1: 16X DVD-RW; Optical Drive 2: Minimum 48X/32X/48X CD-RW

Mouse/Keyboard: USB Optical 5-button with scroll wheel / 104+ Keyboard: USB

Network Interface: 10/100/1000 Ethernet

Audio Solutions/Speakers: Integrated AC97 audio / external speakers A215/ Sound Bar

Video: 256 MB, Dual Monitor DVI or VGA

Monitor (analysis computer) : 24" or 25" LCD, Supports minimum of 1280x1024 @ 72Hz Analog/Digital display; Compliance: Energy Star, (Digital and Analog Video Cables).

USB 2.0 Ports: 8 USB ports; (2) front and (4) back (other 2 ports can be located in front or back)

External Ports: (1) Serial; (1) Parallel; (1) RJ-45 LAN; (1) VGA; (1) Audio In/Out; (1) Microphone

Operating System: Genuine Microsoft Windows XP Professional, SP2, with Media

Windows Vista Capable: Windows Vista Capable

Initial Warranty: 3 years parts & labor with 3 years Next Business Day on site response

The operating systems and capabilities of the analysis computers must be compatible with the system server, and the computers must be linked to allow rapid data transfer, shared use of the NFTMS software and the system server database, and shared use of the printers described below. The analysis computers must also be compatible with the existing Airport network that utilizes a Windows operating system.

The analysis computers must be available for use in routine office functions, such as word processing, spreadsheet tasks, e-mail retrieval, and Internet access via the existing Airport network. The Airport requires that the system be designed so that the major components of the NFTMS software are installed on the system server, and that the analysis computers serve primarily as terminals to the NFTMS.

2.4.3 NFTMS Display

The NFTMS shall be able to display flight track information in both 2-D and 3-D. With either of these modes, the associated information with the flight track shall be available for viewing as well. The associated information includes, but is not limited to: altitude, flight header data, correlated noise events, and any associated noise complaints. Pinpointing a location such as a street address, shall be possible.

The NFTMS software shall include a means of displaying a GIS map on both the system server and analysis computers which shows both diagrams and aerial photographs of major roadways, bodies of water, city boundaries, parks, buildings, individual houses, other specific features of the area around and including roadways and runway ends for Bradley International Airport, plan views of instrument approaches to BDL, and the locations from which complaints have been received. Additional layers must be available to import and display features such as assumed flight tracks, a digitized parcel map, aerial photos, and DNL contour maps for BDL. The specific details of the base map and default display screens will be determined in cooperation with BDL staff during the first 90 days of system installation.

At a minimum the Contractor is responsible for providing the initial digital database mapping that must cover an area with minimum of 20 nautical miles by 20 nautical miles. It is anticipated GIS mapping within the 2008 mitigated 55 DNL contour will be available through the Residential Sound Insulation Program.

The NFTMS shall also have the ability to display flight tracks for a user-defined period of time in playback mode. This mode shall show all the aircraft movements sequentially. Recorded noise events and ATC communications shall be integrated, synchronized, and played with the flight track playback.

The NFTMS software must allow printing of user-selected portions of the base map as shown on the display. The software must allow annotation of the map by the system operator to describe features or other pertinent information. The portions of the map must be labeled with a scale. It is desirable for the NFTMS to allow the operator to accurately set the scale and coordinates of the display or printout in a reproducible manner.

The software shall also allow the user to select and print altitude profiles, aircraft ground tracks, and gate penetration diagrams both on screen and hard copy. The gates shall be user defined by inputting the definition of the baseline of vertical gates, and setting minimum and maximum altitudes.

2.4.4 Printers

The NFTMS must provide a means of plotting selected graphic outputs, such as the system base map, the GIS parcel map, and observed flight tracks. For these purposes, the NFTMS must include one color laser printer with sufficient speed (15 pgs/min) and ability to handle multiple paper sizes. An efficient monochrome laser printer shall also be included for routine and large print tasks. At a minimum the printers shall print on both 8 ½ " by 11" and 11" by 17" paper by having both paper trays in the machine simultaneously, with feed selected by the operator by software. The NFTMS must also be able to use the existing network printers: the HP Laser Jet 8000DN.

The Proposal must describe printing capabilities the NFTMS installation will provide, and identify the printers and plotter that the Proposer intends to provide, including their features, capabilities,

and functional integration in the NFTMS. The Proposal must show the ability for the NFTMS installation to add additional more advanced printers at any time.

2.4.5 Portable NFTMS Workstation (Option)

Occasionally, the airport staff is required to attend meetings outside the airport to present NFTMS data to the public. The airport requires the Contractor to provide a guaranteed price quotation for a fully featured portable NFTMS workstation capable of storing and presenting one complete year of NFTMS data. The portable workstation shall have a wireless communications device to allow presentation of real-time or near real-time flight track information. A small portable user friendly projector shall also be included. The portable workstation and associated components shall be listed separately as an option.

2.5 Noise Monitoring

The NFTMS will have three portable NMUs. The NFTMS must allow the addition of up to 99 NMUs either permanent, portable or combination of both. The NMUs will be on a fixed site for 6-12 months. The NFTMS must be designed for possible future expansion; no modifications to software should be required to add additional noise monitors. The Noise Monitoring System must be designed to function seamlessly with the flight track data analysis.

2.5.1 Portable Noise Monitoring Units

The NMUs shall be designed to operate continuously 6-12 months.

The NMUs shall at a minimum, be able to measure sound levels ranging from 40 to 130 dBA

The overall accuracy of the NMUs, including all systems, shall be +/- 1.5 dB.

The monitor's electrical noise shall be 39 dBA or less.

The monitors shall collect the 1-second Leqs, as well as any other data that may be needed to calculate noise metrics commonly used in the analysis of aircraft noise (Lmax, SEL, DNL, etc.)

The data collected by the monitors must be A-weighted; the NMUs do not need the capability of record and process C-weighting and 1/3 octave band data.

All data collected must be processed and transferred to the BDL NFTMS central server via a wireless LAN or cellular communication. This must be accessible only by authorized users, based upon a password protection system. The Proposal shall identify locations where the proposed NMUs have been operated using wireless communication with success

The Proposal shall indicate the rate of transfer of data to the NFTMS.

The NMUs shall be capable of storing at least one week of hourly noise level and noise event data. Data shall be collected as needed to satisfy requirements described in this specification.

The NMUs shall be capable of initiating a calibration of the microphone assembly, both manually and by command from the system server.

The time clock in each NMU shall be accurate to at least one second per day, and shall be reset automatically each day from the system server.

The NMUs shall be housed in a weatherproof cabinet or case which will protect the equipment from adverse weather conditions. The cabinet/ case shall be rust-resistant, and shall provide protection from vandalism and tampering. The contractor will determine if a climate controlled cabinet is required to ensure reliable operation in the Airport environment. Entry points for any required electrical connections must be weather-sealed and tamper-resistant. Surge protection shall be provided for all connections to protect against electrical storms.

The NMUs must be provided with a weatherproof microphone unit with random incidence response. The microphone response shall meet or exceed ANSI S 1.4 requirements for Type 1. The microphone assembly shall include an internal calibrator. The microphone must also be capable of external acoustical calibration.

The microphone assemblies shall include a dehumidifier (if required), windscreen, bird spikes and protection from rain.

The NMUs shall be designed and constructed to minimize the effects of vibration resulting from mechanical excitation and airborne noise. Shock mounting of the instrumentation and microphone shall be provided as required to preclude any degradation of system performance.

The NMUs shall process data to determine the operational status of the NMUs and the status of the noise data measured by the NMUs. All abnormalities, errors, or problems are to be recorded and reported to the BDL NFTMS with alerts being sent to the Noise System Administrator.

In the event of power, telephone or other communication service interruption, each NMU shall be capable of collecting and storing noise data without overwriting any data not sent to the NFTMS Server. The NMUs shall automatically transfer accumulated data when the interrupted service is restored.

The NMUs shall be capable of operating unattended for a continuous 6 month period on external battery power. The contractor shall provide the appropriate battery for this operation.

A suitable tripod for the microphone assembly must be provided.

An accessory kit in a suitable carrying case or cases shall be provided for each NMU. Items to be included in the kit shall include an additional 50-foot microphone extension cable, spare battery, a battery charger, AC power cords, and a security cable and lock.

A method of securing the NMU from theft on various surfaces shall be provided by the Contractor.

One portable acoustical calibrator shall be provided that can be used with the proposed microphones.

Each NMU must have a GPS receiver that will automatically send the NMU location to the system. If this is not available on the recommended NMU, the Contractor shall provide one hand-held Global Positioning System (GPS) device suitable for determining the locations of portable noise measurement sites.

2.5.2 Calibration – Internal and External

Each NMU and associated software must possess the ability to automatically as well as user-initiated, self calibrate. This self-calibration shall apply to the entire noise measurement element

and shall include the transducer and all electronics located at each monitoring location. The monitors shall self-calibrate at least once daily with automatic commands from the software. User activated calibrations shall be possible for initiation at both the monitoring site and from the system server. The Contractor shall describe in their submittal how the calibration process will work.

2.6 Flight Tracking System

The NFTMS shall include a system for continuously acquiring and storing aircraft flight track locations and the associated aircraft altitudes and speeds. The system shall be capable of simultaneously tracking all aircraft within a radius of 20 nautical miles of BDL, and from ground level up to a minimum of 15,000 feet above ground level.

Real-time multi-lateral or passive radar acquisition systems are the preferred methods to meet the system specification. A direct connection of the NFTMS to the FAA STARS equipment with appropriate FAA-approved safeguards will be considered. However, the airport does not currently have a Memorandum of Agreement (MOA) from the FAA to gain access to data from the STARS.

If the STARS data system is proposed, the Contractor is encouraged to submit a Proposal to allow Airport staff to view real-time (or near real-time) web accessible flight tracking in the Noise Office and Airport Operations Office and near-real time flight tracking for the public (10 minutes delay) through the internet. The system should also have the capability to update the airport FIDS system (Airport 2020).

The flight track data acquisition system must be compatible with the selected NFTMS, which may be provided by a separate Contractor. The flight track system must also be compatible with the Airport computer network and security protocols. The Proposal must clearly describe the proposed flight track data system, and the extent of its compatibility with hardware and software offered by known monitoring system integrators.

The flight track data acquisition system must include an uninterruptible power supply (UPS) to provide power to the computer and display for at least 30 minutes in the event of a power failure.

The NFTMS must have provision to export flight track information for independent processing by non-NFTMS geographic information systems such as ArcInfo and MapInfo. The NFTMS must therefore have the ability to export these data, at the user's option, in degrees, minutes and seconds of latitude and longitude or in the Connecticut State Plane Coordinate System referred to the appropriate horizontal and vertical datum.

The Proposal must include an estimate of the time required to download and process the flight track data for a 24-hour period at BDL, assuming 2000 flights. Processing assumes that all flight track data are incorporated into the NFTMS database, and that initial matching if noise events and tracks have been completed. Downloading time requirements should be listed separately from processing time requirements.

2.7 ATC Radio Recording Equipment

The NFTMS must include the means of continuously receiving and recording FAA Air Traffic Control (ATC) radio transmissions on up to 8 different frequencies. The NFTMS must provide a convenient method for rapidly replaying a time period during which radio communications associated with an operation of concern would have likely taken place. The airport prefers to use a digital recorder. The recorder shall be designed to store six months of audio recordings online. Tape recorders will be not be considered acceptable for this system.

The NFTMS software must have the ability to automatically correlate the selected event with the recorder by cueing the digital recording to the exact time of the event, thus allowing the operators to simultaneously replay time-synchronized communications from a selected radio channel while concurrently replaying the flight operations from a single integrated interface.

The user must be able to monitor any or all of the radio transmissions at any time by use of headphones or loudspeakers. The recordings must be on separate channels, and an additional channel must be provided to record the reference date and time. The recorder must allow the user to listen to transmissions previously recorded on multiple or individual channels while the unit is actively recording. The recorder must be capable of high-speed advance or rewind to a user-selected date and time to allow the user to rapidly locate radio transmission recordings of concern. The recorder must be provided with a loudspeaker and headphones for listening to the recorded transmissions, which must be included and installed in the Noise Management Office. The equipment for radio transmission recordings must be integrated with the equipment for NMU audio recordings, so that a single recorder may be used for both purposes.

2.8 Weather Data

The Contractor shall provide a method of collecting meteorological data including wind speed and direction, temperature, barometric pressure and relative humidity, precipitation, ceiling and visibility for the entire 24−hour day. This data can be acquired from several sources including:

- The BDL Automated Surface Observation Station (ASOS);
- BDL Digital Automated Terminal information System (D-ATIS);
- Subscription to a weather service.

The method provided must be integrated with the NFTMS as part of the data acquisition, and averaged and stored in five-minute increments. The Proposal shall document the operating costs of each source and indicate their relative accuracies.

2.9 Analysis Software

3.9.1 Basic Design Features

The software must provide a means for exporting the database and records to other database formats in a PC-compatible environment.

The software shall include data backup, archiving and retrieval capabilities. Automatic backup is desirable. In any case, the data backup routines must be simple and fail-safe.

The software must allow adjustment of noise measurement thresholds and other basic parameters at any time on keyboard command from the system server or analysis computers.

The software must support selection of any of the networked printers.

The software must have the capability of aborting operations with a simple command in the event of a mistake such as specifying report parameters leading to an infinite or excessively long data search. It is desirable for the software to be capable of detecting that a given operation may result in a relatively long search time, and notify the operator of the approximate time required. The Proposal must briefly describe the method of aborting an excessively long data search, and the proposed methods (if any) of displaying the approximate time required to conduct extensive data searches.

The software shall execute an orderly shutdown during a power failure, or shall be capable of an automatic restart without operator intervention or loss of data collected prior to the power failure.

2.9.2 Data Management and Editing

The software shall support password protection of data access. The software shall allow the user to edit noise event records by identification of noise events as either aircraft or community noise sources. The software shall provide recalculation of hourly noise levels and other descriptors subsequent to data editing.

Subsequent to editing, the software shall maintain the integrity of the original database.

2.9.3 Noise Records

The software shall allow the identification of noise events based upon operator-selected parameters for each NMU. The event discrimination parameters shall include, but not be limited to, an instantaneous sound level threshold value and the minimum event duration above the threshold value. The software shall prepare a record of each noise event at each NMU listing the date and time of occurrence, the maximum noise level (L_{max}), the event duration and the Sound Exposure Level (SEL). The record shall include a graphic time history of the event showing sound levels at intervals of one second or shorter. The record shall also provide for manual or system entry of additional data by an analyst, such as notes concerning weather or ATC instructions given to the pilot of the aircraft.

The software shall automatically link noise events and operations based upon the acquired noise and flight track data. The Proposal shall describe, in detail, the methods used to link noise events and operations, and the expected accuracy of the linkages. The Proposal shall describe the extent to which aircraft noise and track matching algorithms may be adjusted for various NMU locations. The Proposer shall describe its experience and past success in accurately performing automatic matching of noise events to flight tracks.

The software shall record the Hourly Noise Levels (HNL) for each NMU. The HNL is the hourly L_{eq} resulting from aircraft operations, as defined by the sound level and event duration thresholds of the NFTMS and the parameters described above. The software shall also record hourly L_{eq} values for community and total noise sources.

The software shall calculate the daily aircraft-caused Day Night Level (DNL) from the Hourly Noise Level values at each NMU. The software shall also calculate the DNL values due to community and total noise sources.

2.9.4 Weather Records

The software shall collect weather data on a daily basis. The software shall analyze the data, and provide statistical reports, including average wind speed, wind direction, air temperature, relative humidity and barometric pressure for hourly and other user-selectable periods. The software shall also allow viewing of weather data in real time.

2.9.5 Complaint Analysis Software

The Proposal must describe in detail the proposed methods for entering, correlating and maintaining complaint records and associated aircraft noise events.

The NFTMS shall provide a standard complaint-reporting format for collection of complaint information and entry into the NFTMS database. The format shall be established in cooperation with the Airport.

The NFTMS shall provide the capability for the community to enter noise complaints using the Internet. In addition, the Proposer is encouraged to submit a Proposal to allow the community to perform an analysis of the aircraft likely to have caused the noise event of concern.

The software must allow the operator to quickly determine whether a complainant has previously filed a complaint. The software must allow entry of a complaint even if the complainant's address is unknown. When the complainant is in the NFTMS complaint database, all unchanging information (such as address and phone number) should be automatically filled in on the input screen by NFTMS. If the NFTMS is unable to locate a complainant's address, such as when a new home is built, the software should provide a manual override to allow storage of the complaint.

The NFTMS shall provide a database of complaints which will allow rapid preparation of reports describing the numbers and locations of complaints, and other pertinent information such as aircraft and operation type.

The NFTMS shall provide a means of linking the complaint database with the noise event and operations databases so that meaningful reports can be prepared which correlate complaints with identified aircraft types and operations and with measured aircraft noise levels. The Proposal shall indicate the method of assigning noise events and operations to a complaint, and the extent of automation provided.

The NFTMS must provide an integrated method of correlating and reporting weather and runway use conditions that may have affected airport operations during the period of the reported complaint.

The NFTMS shall be capable of generating both standard and custom complaint response letters incorporating the data collected from the complaint and noise event databases.

The NFTMS shall provide a means of linking the complainant's address with the digitized NFTMS base map. The NFTMS software shall provide a means of displaying complaint locations on the system server and analysis computer screens, and plotting a hard copy of those locations on a representative area map.

2.9.6 Flight Track Analysis Requirements

As an option, the Proposer shall submit a Proposal to allow the community to view near real-time or stored aircraft flight tracks over specified periods using an Internet connection.

The software must display flight tracks on the digitized base map, selected by such parameters as date, time, airport, runway, and aircraft type. The tracks must be smoothed and corrected to eliminate reflections or gaps. The method of smoothing, and its assumed accuracy, must be described. The original target points from which the tracks were derived must be available for review and verification of flight track assumptions. The Proposal must describe how the target points are retained, and for how long.

The software must accurately assign aircraft operations to the runways used for all arrivals and departures at BDL. The Proposal must describe the methods of assigning operations to runways, and the expected level of accuracy.

The software shall incorporate methods for correlating noise levels due to takeoff back blast.

The software must allow analysis of the statistical distribution of selected flight tracks by means of a graphic display. For example, the software may show the statistical distribution of selected flight tracks about the geometric mean, in terms of a standard deviation, a color representation of track density, or the like. This feature may be enabled as part of the overall flight track display, or as part of a gate analysis, as described below. The method of calculating and representing track density must be described in the Proposal.

The software must provide playback of individual flight tracks in any given time period, or for a specified operation, at either real or accelerated speeds. It is also desirable for the software to display the noise levels recorded at the NMUs during the depicted operation(s).

The software must allow the operator to select a specific flight track, then view the operational information linked to that track, such as aircraft type, operator, altitude and speed. In addition, the operator must be able to view the flight and speed profile associated with the selected track. The profile must show the distance along the flight track, rather than the distance from the airport. It is desirable for the operator to view the assumed aircraft altitude and speed at any point selected on the flight track. The software must also allow the operator to select flight tracks for review on an aggregate basis, such as by aircraft type or operator, then view the profile information linked to those tracks, such as altitudes and speeds. The software must be able to save the results of such an analysis for subsequent display or statistical analysis.

An additional desired feature of the software is the ability to manipulate a three-dimensional view of the aircraft profile so that the view of the flight track changes as the observer "moves" relative to the flight track. The Proposer is also encouraged to provide a demonstration and cost estimate for a photo-realistic means of showing aircraft arriving and departing, overlaid on an aerial photograph of the airport vicinity.

The software must be capable of performing and displaying Point of Closest Approach (PCA) analyses. Specifically, the operator must be able to define, select and store a number of points for which the software calculates and displays the following data relative to a given aircraft operation at the point of closest approach:

- Slant distance
- Ground distance
- Altitude
- Time
- Elevation angle

The software must be capable of establishing flight track "gates" or "windows" to enable analysis of aircraft types using the gates, time of day of gate use, adherence to published SIDs, etc. In addition, the gate analysis software must allow the operator to determine the single event noise levels at a given NMU which are associated with operations of given aircraft types operating within the limits of the gate.

The software must allow grouping of specified parameters for analysis. For example, the software must allow definition of cargo aircraft operators individually and as a single group separate from the other commercial operators. This would allow analysis of operational factors such as flight

track use for the general class of air cargo operators without specifying each operator individually. The software shall also allow definition of jet aircraft versus other aircraft configurations.

The software must allow data searches over extended time periods in terms of day, evening and nighttime, as well as in other user-specified time brackets, which may extend past midnight. For example, the software must allow the operator to locate flight tracks or noise events occurring during the time period of 10 p.m. to 7 a.m. over multiple day periods. An additional example is to determine the number of operations by a given aircraft type over a month-long period during the daytime and nighttime periods used for the calculation of DNL.

The software must be capable of calculating and reporting the energy mean SEL due to specified operations of a given aircraft type (such as those operating within a given flight track gate) at a given NMU.

The software must be capable of performing logarithmic and arithmetic operations on appropriate data sets, including averages, median, mode and standard deviation. The software must be capable of combining such factors and producing related plots. For example, the software must be capable of producing a plot showing the measured SEL values for specified aircraft operations as a function of PCA slant range distance, and a plot of the energy average SEL for specified aircraft operations versus average PCA, derived from data collected at selected NMUs.

2.9.7 Aircraft Registration Data

The software must include a current registry of aircraft ownership for the Unites States. If specialized software is required to locate specific records, or to correlate tail numbers with aircraft ownership, that software must be included. The Proposal must include maintenance of a current aircraft registry for the initial warranty period, with quarterly updates. The aircraft identification database must be linked to the other NFTMS databases to allow correlation of identified aircraft operations with aircraft owners. The Proposal must describe the method used to provide such linkage, and the extent of the data integration.

2.9.8 Official Airline Guide/Aircraft Situation Display Information Data Integration

The software must include Official Airline Guide or equivalent Aircraft Situation Display Information (ASDI) data for the warranty period, updated monthly. The software must automatically link the OAG/ASDI data with the acquired operations data, and calculate the INM stage length of departures based upon distances between BDL and the immediate destination. In the event that the FAA operational data describing the aircraft type is missing, the software shall automatically insert the aircraft type for the affected flight published in the OAG or reported by ASDI. In the event of a conflict between the aircraft types reported by the FAA and the OAG, the FAA designation shall be considered the default value. Where the OAG aircraft type designation has been inserted in a flight record, the record shall be annotated to indicate the source of the data. The database must include fields for scheduled departure and arrival times.

2.9.9 Run-up Event Log

The Airport wishes to establish a function of entering the dates, times and locations of aircraft run-ups at BDL, based on reports by BDL staff. Integration of this information into the NFTMS database is preferred so that the data are available for review when analyzing noise complaints.

2.9.10 Runway Closure Log

The Airport wishes to establish the function of entering the dates, times and locations of runway closures at BDL, based on reports from BDL Operations. Integration of this information into the

NFTMS data base is preferred so that the data are available for review when analyzing noise complaints.

2.9.11 Automated Noise Modeling Software

The Airport would like to investigate the possibilities and practicality of automatically collecting aircraft operations and flight track data for BDL for defined periods of time, entering those values as inputs to the latest version of the FAA Integrated Noise Model, then producing a DNL noise exposure map that will be acceptable to the FAA. The objective is to allow BDL staff to readily prepare "what-if" noise exposure maps for internal planning purposes. The Proposer is requested to provide a system to include such software so that it is fully integrated into the NFTMS.

2.9.12 Access to Source Code and Data Format

The Airport will require access to the software source code and data format in the event that the Contractor is unable to maintain or supply the source code. The Contractor will be required to guarantee the Airport's access to the source code and data format in a manner acceptable to the Airport.

As part of the source code access agreement, the Contractor will be required to disclose and document all pertinent calculation algorithms and database tables.

2.10 Reports

The software shall provide flexibility in report definition and design. At a minimum, the following reports shall be provided. Samples of each of these reports and the required graphic displays must be provided with the Proposal. The entire report must be available to either the computer display or the system printers. If outside software (such as a Windows-based graphics program) is used to produce report graphics, the NFTMS must include the method of exporting the report data, any required software, and templates for data presentation.

2.10.1 Noise Event Report

The software shall provide a noise event report for each event which exceeds the established system thresholds at each NMU. The noise event report shall include the date and time of the beginning of the event, the duration of the event above the event threshold, the maximum noise level (L_{max}), and the Sound Exposure Level (SEL) of the event. The report shall also display any system-established data, such as indicators of whether the event was caused by aircraft operating at BDL, or by other sources, and pertinent weather and runway use information. The report shall include any manually-entered event data such as notes entered by the system operator.

A graphic illustration of the noise event time history is also required.

2.10.2 Daily Report

The software shall provide a daily noise report which lists the Hourly Noise Levels (HNL) for each NMU for a 24-hour period beginning at 00:00:00 and ending at 23:59:59. The report shall also provide the aircraft-caused Day Night Level (DNL). The software shall allow addition of other daily noise exposure parameters to the daily report, such as hourly noise levels for community and total noise sources.

The software must be capable of generating a revised daily report after automatic or manual discrimination of aircraft noise events based upon flight track and operational data. The date on which the report was prepared shall also be printed in the report.

In addition to the printed report, the software shall prepare a graph showing the HNL values for the 24-hour day for each NMU.

2.10.3 Monthly Report

The software must provide a monthly noise report which lists the daily aircraft-caused DNL values for each NMU for each day of the preceding month. Each report shall include a graph of the daily DNL values at the NMUs. The software must allow printing of this report either on demand or automatically according to a script. The date on which the report was prepared shall also be printed in the report. The software must be capable of generating a revised monthly report after automatic or manual discrimination of noise events.

2.10.4 Complaint Reports

The software must provide comprehensive complaint data reports. At a minimum, the complaint reports must include listing of complainants by name, a listing of all complainants, and complaint counts by caller, local jurisdiction, time of day, date and nature of the source of noise. In addition, the software must provide a map-based report showing locations of complaints selected on the basis of address, name, date, or noise source. The software must allow printing of this report either on demand or automatically according to a script.

The software must also provide a means of displaying complaint statistics graphically, including representation of the number of complaints by day of the month or time of day.

2.10.5 Landing and Departure Reports

The software must provide daily landing and departure reports which list all of the reported landings and departures by operator and aircraft type. The report must list the date and time of the operation, the type of operation, the runway, and the available aircraft identification.

2.10.6 Runway Utilization Report

The software must provide a runway utilization report which describes actual hourly and 24-hour runway utilization for takeoffs and/or landings by aircraft type, operator, date, time of day, wind speed, wind direction, and other parameters on a daily, monthly or annual basis. The report shall be provided in both tabular and graphic format. The software must allow printing of this report either on demand or automatically according to a script.

2.10.7 Gate Analysis Report

The software must allow the operator, automatically or on demand, to prepare a report indicating whether aircraft operations have occurred outside any defined gates during a specified time period.

The report shall include a graphic depiction of the flight tracks, as well as a tabular listing of the identified aircraft types and operators, and the average wind speed and direction reported for the hour(s) in which the operations occurred.

2.10.8 Daily System Operation Report

The software must produce and store a daily report identifying all time periods and percentages of time that major system components were inoperative, or data sources were unavailable. The report must list the number of hours each NMU was operational, the status of flight track data acquisition, the availability of weather data, and the status of the system time clock. The report shall be printed automatically on a daily basis.

2.10.9 Database Audit Report

The software must produce and store a report of all direct interventions by authorized users that resulted in editing, correcting, or otherwise modifying stored noise and flight track information. The report shall document the nature of the changes made, the date and time of the changes, any comments made by the user responsible for the change, and the original values of the changed information. The software must allow printing of this report either on demand or automatically according to a script.

2.10.10 Weather Report

The software must provide a weather report which describes weather data, including wind speed, wind direction, air temperature, relative humidity and barometric pressure on a user-selectable basis, including average values for hourly, daily and monthly periods. The report shall be provided in both tabular and graphic format. The software must allow printing of this report either on demand or automatically according to a script.

2.10.11 Other Reports

It is considered highly desirable that the NFTMS will provide a means for the users to prepare the acquired and processed data in the NFTMS database in formats different from those described specifically above, and which produce illustrations similar to those required elsewhere in the Proposal. The Proposal must identify the methods used to generate custom reports.

2.10.12 Report Execution Methods and Time

The Proposal must provide a brief description of the steps required, and the execution time, of the following reports. It should be assumed that the file associated with these operations includes 2000 flights, with a corresponding number of noise events, assuming 3 NMUs. The reports to be addressed are:

- Sort and display departure tracks by a single runway.
- Prepare a gate analysis report for departures from a major runway.
- Prepare a PCA analysis for a single departure relative to an NMT site.
- Prepare a flight profile analysis for departures by a single class of aircraft on one runway.
- Draw the NFTMS base map, including major roadways and bodies of water, NMU locations, and all of the flight tracks acquired in the 24-hour period.
- Zoom to approximately one-fourth of the above map.

2.11 Installation

The Contractor shall install all of the equipment and software described by these specifications, including all necessary cabling and connections. All installations must be performed in a professional, workmanlike manner, including site clean-up and restoration as needed, at the discretion of the Airport.

2.12 Training

The Contractor shall provide training to ensure reliable operation of the NFTMS by current staff. The Airport anticipates that one period of onsite NFTMS training for up to four Airport staff members will be required prior to system installation, and that an additional period of onsite NFTMS training for the same staff members will be required during the first 30 days of NFTMS operation. The Contractor shall provide up to 5 working days of additional onsite NFTMS advice at the discretion of the Airport during the first year of NFTMS operation. The Contractor shall provide unlimited telephone advice on operation of the NFTMS during the warranty period, to be provided by the appropriate experts in system operation. As an option, the Contractor shall

provide a per diem price for training when updates and upgrades are installed or when training is required for new employees.

2.13 Manuals

Four sets of system documentation shall be provided. Both operation and maintenance manuals must be provided. Manuals shall be clear, user-friendly and easily reproduced on standard office photocopy equipment. The Contractor shall also provide online documentation in an HTML format. All software upgrades must include corresponding updates of the on-line help program and copies of documentation for updating user manuals.

One example of the system manuals shall be provided with the Proposal, to be returned by the Airport to the Contractor after the RFP evaluation process.

2.14 Supplies

The Contractor must supply a six-month supply of all consumable items required for the NFTMS. Items must include, but not be limited to, printer cartridges, diskettes, and back-up media.

The NFTMS shall include any required tools or spare parts needed for routine maintenance of the NFTMS by the Airport, along with an appropriate carrying case.

2.15 Warranty

The NFTMS shall include a three-year warranty covering all parts and labor for the NFTMS hardware. In addition, the Contractor shall provide three years of concurrent technical support, which will include a service "hot line", on-line and on-site NFTMS service in response to service requests, and all software upgrades and updates consistent with this specification, including the NFTMS software, base map files, OAG data and the aircraft registry.

In its Proposal, the Proposer must describe the available levels of service request response (e.g., system failure, routine update, etc.), including the mode(s) of providing the service, methods of providing frequent (daily) progress reports, and the time required for the Contractor's response. The Airport prefers that the Contractor provide system diagnoses, rather than Airport staff. The Contractor must also describe the number and location(s) of service representatives available, and their respective levels of expertise and experience.

The Airport will consider, as an option, an alternative to a conventional service contract that provides for routine monitoring, backup, updates and service of the NFTMS by the Contractor at a remote location, allowing the Airport system use via an Internet connection. If the Contractor chooses to offer such a service, a Proposal price shall be submitted.

2.16 Technical Support

The Contractor must be available for system support and service for a period of at least three years after the initial warranty period. Periodic updates to the NFTMS software, base map files, OAG data and aircraft registry must be included in the subsequent maintenance agreements. The Proposal price shall include the annual fee for service contracts extending beyond the initial warranty period.

The Contractor shall also describe the services to be provided in the service contracts, including the available levels of service request response (e.g., system failure, routine update, etc.), including the mode(s) of providing the service, methods of providing frequent (daily) progress reports, and the time required for the Contractor's response.

2.17 Testing

3.17.1 Test Protocol

The NFTMS will not be finally accepted until successful completion of a formal acceptance testing protocol. The Contractor must provide an initial draft and a revised (final) version of separate hardware and software acceptance test procedures. These documents shall, at a minimum, specify a set of procedures that prove conformity to specification of all hardware and software system components and capabilities. These tests must validate all systems functions (data acquisition and distribution, routine maintenance operations, database access, archiving and retrieving of data sets, etc.) under both normal and exceptional conditions.

3.17.2 Testing After Modifications

The Contractor must provide a full regression test set database and automated acceptance test procedures to demonstrate that all bug fixes, new releases, and other modifications of Contractor-supplied software have not compromised system performance in any way. Any Contractor-recommended or Contractor-supplied hardware changes or upgrades, including replacement of failed components with others of like or enhanced capability, shall also require successful completion of full regression testing. Such tests shall be structured such that they can be performed in a manner that does not affect normal system operations.

The software warranty or technical support contract concerning the change shall be extended to include any delays associated with such regression tests, to a maximum of 60 days beyond the original warranty or contract expiration date. All hardware and software failures or deficiencies detected during the basic and any warranty extension periods shall be remedied at no additional expense.

2.17.3 Certifications

The Contractor shall certify that all hardware supplied with the NFTMS has been tested by the Contractor or the equipment manufacturers, and that the equipment meets all appropriate standards in accordance with these specifications. The Contractor shall provide the Airport staff with the opportunity to inspect the facilities and methods of manufacture of hardware subject to certification which is provided directly by the Contractor.

2.17.4 Operational Tests

After the NFTMS has been installed, the entire system will be tested in operation at BDL. The testing will consist of a 60-day continuous operating period. At the conclusion of the 60-day period, the Contractor shall demonstrate that the NFTMS has performed as required by these specifications for at least 95% of that period. The Airport will provide field testing by a qualified aircraft noise consultant to validate the system accuracy in reporting measured noise levels, aircraft operations, and matching of noise events to specific aircraft operations. If the 95% operational requirement is not satisfied, additional testing and/or replacement of equipment or software will be required of the Contractor until the 95% operational requirement is satisfied for a period of 30 consecutive days. If the 95% operational requirement cannot be satisfied within a period of 120 days after system installation, the Airport reserves the right to cancel all or part of the order for the NFTMS.

2.17.5 STARS Performance Tests

In the event the STARS flight track data acquisition system is selected, the Contractor shall demonstrate to the FAA and the Airport that the system will perform in the manner specified by the MOA between the Airport and the FAA. The Contractor will be responsible to correct any deficiencies identified by the FAA or the Airport.

2.18 Progress Reports

The Contractor shall submit monthly and quarterly, or as otherwise agreed upon by the Airport and the Contractor, progress reports to the Project Manager appointed by Airport. The reports shall describe significant achievements and problems that have potential effects on schedule or costs. The reports should be sufficiently detailed to assure that directions being pursued are in compliance with established and/or projected systems.

2.19 Upgradeability

The NFTMS shall allow expansion including, but not limited to, 99 permanent NMT's, additional portable noise monitors, printers, and plotters, file servers data storage capacity, public displays, and report production capabilities.

EXHIBIT B

PRICE SCHEDULE

PROPOSAL SCHEDULE	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	RFP NO.: DOT-07-7001

Rev. 11/97

Contract Specialist
Mary Matuszak
elephone um er
(860) 594-2342

PRICE SCHEDULE
for RFP # DOT-07-7001
IMPORTANT!
RETURN ORIGINAL AND FOUR COPIES

DELIVERY:

Terms: Discount: % Days:

Payment terms are net 45 days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.

Page 1 OF 1

BIDDER NAME:

SSN OR FEIN #:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT	TOTAL PRICE
1.	**<u>Aircraft Noise and Flight Track Monitoring System At Bradley International Airport</u>** **(Per Terms and Conditions and Technical Specifications)**		Lump Sum	**$**_____
	<u>Options</u> The following are options to the NFTMS and may or may not be purchased, at the sole discretion of the State. Please provide detailed descriptions of the options offered by your company for the items listed below.			
	A) Provide a website application for concerned citizens to view in "near real time" aircraft operating in the area.		Lump Sum	**$**_____
	B) Portable public presentation equipment (please itemize separately and include brand and model of each item to be provided)			**$**_____
	C) Additional software licenses		Each	**$**_____
	D) Alternative to a conventional service contract that provides for routine monitoring, backup, updates and service of the NFTMS by the Contractor at a remote location, allowing the Airport to use the system via an Internet connection. (If the Contractor chooses to offer such a service, a cost proposal is required)			
	E) Extended warranty pricing: 4th year		Year	**$**_____
	5th year		Year	**$**_____
	6th year		Year	**$**_____
	F) Additional Training (as requested by the Airport) on a per diem basis		Day	**$**_____

EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612 (g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prosective 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, or solicit contributions 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; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the 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.

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-- $2000 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 $2000 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 $5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided. Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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. Additional information and the entire text of P.A 07-1 may be found on the of the State Contribution Ban."

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 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 responsi ilities ith 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 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 or a loan to an individual for other than commercial purposes.

"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) sewing 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.

EXHIBIT D

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

BUY AMERICAN PREFERENCES

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

BUY AMERICAN CERTIFICATE

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the owner a listing of articles, materials and supplies excepted from this provision.

Product	Country of Origin

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, 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. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor 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 the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure 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. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) 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 (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(2) 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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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 Contractor 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.

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract 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 Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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

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 or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, 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. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor 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 the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall 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 Sponsor.

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

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

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e.The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract 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 contract, the contractor or subcontractor 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 contract 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.

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

[CONTRACTOR NAME]	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION
By: _____ Name: Title:	By: _____ Name: Title:
Date: _____	Date: _____

(To Be Signed at the Time of Execution of Contract)