



REQUEST FOR PROPOSALS
FOR
TERMINAL INFORMATION SYSTEM WITH FIDS/BIDS/GIDS & CMS

PROPOSAL ELECTRONIC SUBMITTAL DEADLINE 5:00 PM EDT ON JUNE 10, 2022

TWEED NEW HAVEN AIRPORT
155 BURR STREET
NEW HAVEN, CT 06512

TWEED NEW HAVEN AIRPORT
REQUEST FOR PROPOSALS
FOR
TERMINAL INFORMATION SYSTEM WITH FIDS/BIDS/GIDS & CMS

ISSUED DATE: May 20, 2022

ISSUED BY: The Tweed New Haven Airport Authority
155 Burr Street
New Haven, CT 06512

AIRPORT MANAGER: Avports LLC

POINT OF CONTACT: Mr. Jeremy Nielson
Airport Manager
Email: jnielson@flytweed.com

QUESTION DEADLINE: Written questions must be submitted by 5:00 PM EDT on June 3, 2022
Mr. Jeremy Nielson
Airport Manager
Email: administration@flytweed.com

PROPOSAL DEADLINE: No later than 5:00 PM EDT ON June 10, 2022
Mr. Jeremy Nielson
Airport Manager
Email: administration@flytweed.com
Electronic submissions only

I. PURPOSE OF REQUEST

The Tweed New Haven Airport Authority (the "Authority"), through this Request for Proposals ("RFP"), invites written proposals from qualified vendors to provide a TERMINAL INFORMATION/ FLIGHT INFORMATION DISPLAY SYSTEM (FIDS) and CONTENT MANAGEMENT SYSTEM (CMS) at Tweed New Haven Airport ("HVN"). The project shall be capable of integrating with the Airport's proposed Common/Shared Use Passenger Processing System to be selected under a separate RFP.

The Authority reserves the right to select the same vendor or separate vendors to perform the scope of work of both projects based on the content of RFP responses.

II. INSTRUCTIONS TO PROPOSERS

- A. Proposers must electronically submit their proposal. Proposals must include proposer's name, address, phone, and primary contact name.
- B. Proposals must be e-mailed to: administration@flytweed.com
- C. All proposals must be received by 5:00 PM EDT on June 10, 2022. Requests for extension of time to submit will not be granted. Late proposals will be rejected. Proposals sent via fax will not be accepted.
- D. The opening and reading of a proposal does not constitute the Authority's acceptance.
- E. It is the sole responsibility of the proposer to ensure that its proposal arrives on time and bears the handwritten or electronic signature of an official duly authorized to submit it. The name, address, and telephone number of the person to contact must be clearly identified.
- F. Any questions about the RFP should be emailed to administration@flytweed.com not later than 5:00 PM EDT on June 3, 2022. The subject line of the email must be "Terminal Information System RFP Question." It is the sender's responsibility to ensure all emails were received and acknowledged by the Authority. If any emails are not acknowledged by the Authority by the next business day, the sender will be deemed advised the email/questions were not received. Questions received after foregoing deadline will not be answered.
- G. Other than with written consent from the Point of Contact, all proposers, including any persons affiliated with or in any way related to a proposer, are strictly prohibited from contacting any directors or any personnel of the Authority or the Airport Manager on any matter having to do in any respect with this RFP after Issued Date. Any other contact with such persons associated with HVN shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibited or inappropriate contacts made by a proposer may result in the disqualification of that proposer. This requirement will be strictly enforced.
- H. All costs incurred in the preparation and presentation of the proposal is the proposer's sole responsibility. No costs will be reimbursed to any proposer.
- I. All documentation submitted with a proposal will become the property of the Authority.
- J. Proposals are to be submitted as outlined below:
 - 1. Proposer Questionnaire
 - 2. References
 - 3. Proof of Insurance
 - 4. Certification
 - 5. Project Cost Detail
- K. The Authority reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Airport Manager or his designee that

the best interest of the Authority and HVN will be served by so doing. If the solicitation is cancelled or all proposals are rejected by the Authority, a notice will be posted on the Authority's website.

- L. A proposal will not be considered from any person, firm or corporation that is in arrears or in default to the Authority on any contract, debt, or other obligation, or if the proposer is debarred by the federal government, the State of Connecticut, or the Authority from consideration for a contract award.
- M. All information provided in any proposal or otherwise by a proposer will be available for public review under the Connecticut Freedom of Information Act. Proposers are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. Such a claim must be narrowed to applicable information. A general assertion will be disregarded. If such information is later sought under the foregoing act, the proposer will be allowed to justify its claim of privilege and the Authority will assess the validity of said claim in advance of any release.
- N. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-clarity by the proposer with this RFP, instructions, and all conditions of the submission shall be interpreted in the light most favorable to the Authority.

III. TERMS AND CONDITIONS OF RFP AND CONTRACT AWARD

- A. In the event a contract is entered into pursuant to this RFP, the resulting vendor shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, gender, religion, creed, national origin, ancestry, veteran status, or other basis prohibited under applicable law. The vendor must include in any and all subcontracts a provision similar to the foregoing.
- B. The Authority reserves the right to reject any or all proposals, or to award the contract to the next most qualified proposer if the selected proposer does not execute a contract within fourteen (14) days after the award. The Authority will notify the vendor of a notice of award via a letter sent via email or other methods.
- C. The Authority reserves the right to request any supplementary information it deems necessary to evaluate a proposer's experience, qualifications, or to clarify or substantiate any information contained in a proposer's submittal.
- D. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell and provide to the Authority the services set forth herein.
- E. If, through any cause, the vendor shall fail to fulfill in a timely and proper manner the obligations agreed to, the Authority shall have the right to terminate its contract by specifying the date of termination in a written notice to the vendor.
- F. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Authority and shall contain, at a minimum, applicable provisions of this RFP. The Authority reserves the right to reject any agreement that does not conform to the RFP and to any of its requirements for agreements and contracts.
- G. The vendor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Authority.
- H. No reports, information, or data given to or prepared by the vendor under the contract shall be made available to any individual or organization without the prior written approval from the Airport Manager.
- I. The vendor is responsible for any damage caused by their employees and/or equipment to any property (structures, equipment, fixtures, etc.) and shall replace any damaged piece of property at no cost to the Authority or the Airport Manager.

J. Insurance Requirements: The selected vendor shall carry and keep in force the following insurance coverage with an insurance company authorized to do business in the State of Connecticut with limits of liability as follows:

Professional Liability	\$1,000,000
Cyber Liability	\$1,000,000
Workers Compensation	\$1,000,000, but not less than statutory required limits
General Liability	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

The selected vendor shall furnish certificates of insurance satisfactory to the Authority. Upon execution of a contract, the selected vendor shall furnish to the Authority a good and sufficient certificate of insurance by said insurance company, naming the Authority and the Airport Manager as additional insured with a waiver of subrogation in favor of the same. Said policies shall contain the stipulation and agreement that the insurance provided will be continually in full force and effect and is not subject to cancellation or modification in full or in part without thirty (30) days advance written notice to the Authority and the Airport Manager.

IV. QUALIFICATIONS/CERTIFICATIONS

Proposals will be considered only from responsible individuals, partnerships, corporations, limited liability companies, or other private organizations demonstrating that they have the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether a proposer has an established operating organization.

The proposer shall have previously designed, installed, tested, and deployed a FIDS/CMS system for a minimum of three (3) airports in North America that are of similar or greater size and complexity as for HVN. FIDS/CMS shall have been fully operational at each of these airports a period of no less than one (1) year from the Issued Date of this RFP. The proposer shall provide references for each airport.

The proposer shall have an on-going maintenance and support center located in North America. Subsequent to commissioning, the vendor shall provide ongoing FIDS/CMS technical support from a facility located in North America. The vendor's project manager assigned to the awarded contract must have over five (5) years of experience performing all project management aspects of a terminal information display/FIDS/CMS system deployment. The project manager may not be replaced on this project without written approval from the Authority.

The vendor will supply only new equipment, parts and material currently manufactured at the time of submittal and operated only for testing as part of installation procedure. The vendor shall provide the most current version of software and hardware platform available at the time of award of the contract.

The proposer must have the applicable licenses and certifications to perform all services in this RFP.

V. DBE POLICY AND REQUIREMENTS

It is the policy of the Authority and the Federal Aviation Administration (FAA) that disadvantaged business enterprises ("DBE") shall have the maximum opportunity to participate in any service or facility at the Airport under a lease, contract with, or franchise from the Authority.

The terms specified in Appendix A and referenced therein will apply.

VI. OTHER COMPLIANCE REQUIREMENTS

The awardee of any contract hereunder shall be required to assure the Authority in writing of its compliance with federal, state, and local laws, rules and regulations.

The terms specified in Appendix B and referenced therein will apply.

VII. SPECIAL ASSIGNMENT PROVISION

The Authority may assign the awarded contract to such party as it may engage to operate or to which it leases all or substantially all of the Airport ("Operator"). If assigned to the Operator, the Operator may assign the contract to its parent company, any entity to which it sells all or substantially all of its assets, or any successor in the operation and management of the Airport. Upon assignment in addition to the Operator, the Authority will retain its rights to compliance and enforcement with its DBE Program and any provisions thereof on indemnification or insurance will be deemed to reference both the Authority and the Operator.

VIII. PROPOSAL REQUIREMENTS

- A. Proposals must include pricing for a complete system including furnishing and installing a fully functioning cloud/internet-based terminal information system using existing Authority-supplied display monitors and home-runs (where applicable).
- B. Proposed pricing must be valid and available for one year.
- C. Proposals must include maintenance options available and pricing for each year for a total of three (3) years. All applicable licensing must be included.
- D. Proposals must include details on warranty provided with purchase.
- E. Proposals must include any applicable exclusions from the work to be completed as part of the installation.
- F. Proposals must include a detailed pricing structure on all components needed.

IX. PROPOSAL EVALUATION

- A. The Authority will evaluate responses made in accordance with Form – E.
- B. The Authority will evaluate the total system price, available service, maintenance and warranty options, overall system design and past work experience/references.
- C. Ability to timely perform.
- D. The Authority will apply a ranking score from a review of the proposals based on the RFP Evaluation Criteria.
- E. The Authority will select the Vendor System that provides the greatest value to the Airport.

X. PROJECT DESCRIPTION AND REQUIREMENTS

The Authority is pursuing the installation of a new Flight Information, Baggage, Gate, and Content Display System (FIDS/BIDS/GIDS) and optional Visual Paging Systems, with vendor-supplied second level support for three (3) years at HVN. The furnishing is associated with the recent opening of a newly expanded concourse and ongoing renovations of the existing terminal building. The system must be capable of interacting with a Common/Shared Use Passenger Processing System being awarded under a separate RFP.

Note: The Authority will consider firms that respond to either or both RFPs. If the Authority awards the projects to separate Vendors, then it will expect both Vendors to coordinate their projects and will require the SUPPS/CUPPS and TIS/FIDS/CMS systems to be compatible and integrated.

The vendor shall furnish all materials and equipment necessary to complete the job and provide detailed submittals of all materials and equipment to be used on the project. A visual inspection of the vendor's

equipment may be required. The vendor shall furnish sufficient personnel and equipment to complete the project in a continuous manner once work has begun.

The vendor's employees shall be required to wear clean and neat uniforms provided by the vendor and approved by the Authority. The vendor shall also furnish their employees with all the necessary PPE (Personal Protective Equipment) as specified by the equipment manufacturer. The vendor will be responsible for ensuring that their employee's wear all PPE required for safe installation and operation of equipment.

Special effort must be made to minimize the interruption of airline operations and any disruption of passenger service.

The vendor shall perform the detailed configuration, engineering, installing, and testing for the total FIDS/BIDS/CMS) System including the interconnectivity of system components and modules.

The vendor must be able to provide 24/7 phone support to the end user.

XI. AIRPORT CONFIGURATION INFORMATION

Airlines to be supported should include all domestic U.S. Airlines. An additional test company should be setup for trouble shooting equipment.

XII. AIRPORT ENVIRONMENT

- A. VMware vSphere version 6.7
- B. Fortinet firewall
- C. 50 MBps High Cap Flex Bandwidth Internet

XIII. SPECIFICATIONS

It is intended that the Vendor shall provide a Terminal Information Display/FIDS/CMS system for the Airport through a turnkey project to meet the following Airport Specifications.

The vendor shall be responsible for providing the requested services for a range of 8-12 screens.

The vendor shall be responsible for providing the cloud/internet-based host servers, server hosting services, as well as all ancillary hosting services and feeds as described herein.

Existing infrastructure is to be utilize to the greatest extent possible. All new hardware, software, controllers, LCD monitors, input devices, etc. that are needed to implement the new system should be included in your proposal. Existing cabling and LCD Monitors are installed throughout the terminal (reference drawings attached) and shall be used for the FIDS/BIDS/GIDS scope to the greatest extent possible. The Authority wishes to replace video extenders with a small controller PC's at each visual display. Each proposal should include all necessary hardware and software to accomplish this. All equipment, components, and software proposed shall be new, current, and fully supported by the manufacturer. The following requirements must be included in your proposal:

- A. Provide design development, programming, business rules, development, and integration services necessary to deliver a fully functional FIDS/BIDS/GIDS and Visual Paging solution.
- B. The vendor shall provide equipment, material, configuration, and all other items and services required to provide a fully functional FIDS/BIDS/GIDS and Visual Paging solution to support passenger and airline information services, including, but not limited to, check-in, boarding and baggage areas. FIDS/BIDS/GIDS shall include the following subsystems:
 - 1. Maintain a Master Flight Schedule consisting of the following Flight fields:

- a. The main functionality of FIDS is displaying flight and resource information. FIDS should receive flight information from OAG. FIDS can then display this information on LCD screens located in the airport. FIDS can display information about the following sources:
 - i. Scheduled Start Date
 - ii. Scheduled End Date
 - iii. Flight Type: Arrival / Departure
 - iv. Carrier
 - v. Flight Number
 - vi. Codeshare Flights
 - vii. Schedule Time of Arrival / Departure
 - viii. Estimate Time of Arrival / Departure
 - ix. Origin / Destination Airport Codes
 - x. Arrival / Departure Terminal
 - xi. Arrival / Departure Gate
 - xii. Arrival Planned Bag Claim
2. Maintain an Active Flight Schedule:
- a. The Authority wishes to utilize a cloud-based FIDS solution incorporating real-time automated flight update subscription, including a vendor portal accessible from any Internet connected PC to manage and update flights locally, given the need (gate assignment, claim assignment and local delays not known by airline headquarters, local airport construction or other that would impact a gate or claim, etc.). Flights shall be populated into the FIDS database automatically.
 - b. Access rights to FIDS must be assignable by user, *i.e.*, airport staff access to all content and tools, airport staff access to only flights, view only, airline staff accessibility only to flights associated to that airline, ground handlers having access to more than one airlines flights (as appropriate), etc. The Authority will provide accessibility requirements after award.
 - c. Contains flights operating yesterday, today, or tomorrow local time
 - d. Consists of the following fields for each flights
 - i. Flight Type: Arrival / Departure
 - ii. Carrier
 - iii. Flight Number
 - iv. Codeshare Flights
 - v. Schedule Time of Arrival / Departure
 - vi. Estimate Time of Arrival / Departure
 - vii. Origin / Destination Airport Codes
 - viii. Arrival / Departure Terminal
 - ix. Arrival / Departure Gate
 - x. Arrival Bag Claim

3. CONTENT: Capable of producing and distributing content according to and including the below:
 - a. Ability to show split screens where flights are on one side and content on the other.
 - b. Ability to provide sequencing, where flights display for predetermined time before switching to other content.
 - c. Ability to switch between content (i.e. rotating advertisements).
 - d. Proposer shall offer service to upload content at the request of the airport within 1 business day of receipt.
 - e. Arrivals
 - f. Departures
 - g. Gate Backdrop
 - h. Ticket / Check-In Counter Backdrop
 - i. Ticket / Check-In Counter Directory
 - j. Bag Claim
 - k. Bag Claim Directory
 - l. Static images (.jpg, .png, .tif, .bmp etc.), full motion video
 - m. Advertising, public service announcements, local attractions, transportation options, etc.
 - n. Back of house operational displays
4. User control of the following system / airport resources:
 - a. Carriers
 - b. Airports
 - c. Terminals
 - d. Gates
 - e. Bag Claim Carousels
 - f. Visual Paging
5. FID/BID/GID/Visual Paging User Interface
 - a. Accessible by authorized users via Web Browser and/or Mobile device.
 - i. No requirement for any applications to be installed on these devices
 - b. Multiple access levels – coordinated with Airport, base levels follow:
 - i. Administrator
 1. Full access to all system functionality
 - ii. Airport Supervisor
 1. Full access to all Master and Active Flight schedules
 2. Full access to all System / Airport resources
 3. Access to public and back of house display pages
 - iii. Airport User
 1. Full access to Active Flight Schedules

- iv. Airline Supervisor
 - 1. Full access to Master and Active Flight Schedules for designated Airline and Partners
 - v. Airline User
 - 1. Full access to Active Flight Schedules for designated Airline and Partners
 - vi. View Only
 - 1. Access to publicly displayed pages
 - 6. Baggage Input Consoles
 - a. The proposer shall include the cost to remove and furnish new input PoE consoles to be used by ground crews to input flight information system to the baggage information displays.
 - 7. Visual Paging
 - a. In addition to displaying flight information, the new system shall have the capability to provide visual paging via input device (data shall be pass-thru existing VOIP phones, power shall be via adjacent receptacles) and/or through a web portal. This information is delivered via an internet connection. These monitors and data feeds shall be supported by the new FIDS/BIDS/GIDS solution.
- C. Software & Hardware: The proposer shall utilize existing Airport display monitors and data cabling wherever possible. The proposer will be responsible for providing all required switching infrastructure, network adds and changes as well as all required operating systems and software licenses. The proposer shall remove and replace current terminal information system hardware with small Windows based controllers that can deliver content to at least two displays each. Controllers shall be mounted out of sight behind all displays that are hung on new mounts. See drawings for locations of FID/BID/GID, Visual Paging displays as well as Visual Paging and Baggage Input Devices. The proposer are to include the cost of all demo/removal of the existing system and furnishing and installation of all new system hardware, cables, connectors, switches and any needed infrastructure in their proposal.
- D. Provide capability to add future interfaces to and integration with all airline host systems.
 - 1. Interface must be compatible with OAG software
 - 2. Interface must have the ability to complete real-time updates through OAG for flight delays, gate changes, and cancellations
- F. Include in the proposal the conversion of any airline connection to a new feed.
- G. System must meet the following standards:
 - i. All prevailing local codes and regulations
 - ii. American National Standards Institute (ANSI)
 - 1. National Electric Safety Code (NESC)
 - iii. ACRP
 - 1. Wayfinding and guidance guidelines
 - iv. Building Industry Consulting Services International
 - 1. Telecommunications Distribution Methods Manual (TDMM)
 - v. International Organization for Standardization (ISO)

- 1. ISO 9001 Quality Assurance for Design\Development, Production, Installation and Servicing
 - vi. International Civil Aviation Organization (ICAO)
 - 1. 9249 Dynamic Flight-related Public Information Displays
 - vii. International Air Transport Association (IATA)
 - 1. RP 1785 Public Information Systems and Standards
 - viii. Internet Engineering Task Force (IETF)
 - ix. National Electrical Manufacturers Association (NEMA)
 - x. Underwriters Laboratory (UL)
- H. First and Second Level Maintenance Support:
- If awarded, the awarded proposer will provide a service contract with the terminal information system provider for first and second level maintenance support for a period of three (3) years.
- I. Service Contract: Terminal Information Systems Contractor agrees to enter into a three (3) year contract agreement with the Tweed New Haven Airport Authority; beginning one (1) year after Substantial completion is granted on the project, when the project warranty and one (1) year of services included in Base Bid run out, to provide the following services:
- a. Monthly Service Fees (Incl. 1st & 2nd Level Support, Software Updates and Hardware Support, Provide Hardware Servicing as needed on an hourly basis at an agreed upon, predetermined rate)
 - b. Flight Information on HVN Website
 - c. Visual Paging Services
 - d. Baggage Input Terminal Statistics
 - e. OAG Real Time Flight Info Annual Fee

XIV. EXISTING AIRPORT INFRASTRUCTURE

The following physical infrastructure is in place for this project or will be completed within the next 12 months (as noted):

- A. Active ticket counter positions (six).
- B. Common IT room
- C. Three new gate positions complete with counters
- D. Data Home Runs from each gate and ticket counter to the Common IT room.
- E. Existing LCD Monitors on Gate Walls, Ticket Lobby and throughout terminal and bag claim.

XV. OTHER ITEMS EXCLUDED FROM BID / PROVIDED BY AIRPORT

The Airport will provide the following items:

- A. Ticket and Gate Counters.
- B. Internet connectivity.
- C. Electrical power outlets.
- D. Telephone communications.

E. Microsoft Windows Server and SQL software.

XVI. WARRANTY

Vendor should provide details of a three-year full system warranty, system support and maintenance including any software updates required.

XVII. PROJECT COMPLETION SCHEDULE

The Authority requests operational status at existing monitors by July 29, 2022 and at other locations as renovations completed (reference drawings for approximate schedule).

XVIII. PROPOSAL FORMS

FORM A: PROPOSERS QUESTIONNAIRE

1. Furnish the company name, principal address, and phone number:
2. How many years of experience has your organization had with related work to this RFP?
3. How many employees does your organization have?
4. What are the project payment requirements?
5. Does the Vendor have or can they obtain the insurance coverage for this project as described in the "Terms and Conditions" section of the RFP?
 Yes No
6. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Vendor?
 Yes No
If "yes," give name, the insurance carrier, the form of insurance and the year of the refusal.
7. At the time of submitting this Questionnaire, is the Vendor ineligible to bid on or be awarded a public contract in the state of Connecticut?
 Yes No
8. Has the federal OSHA cited and assessed penalties against the Vendor Firm in the past five years?
 Yes No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If "yes," provide a brief explanation of the citation. Use additional sheets if necessary.

FORM B: REFERENCES

References: Please provide three (3) current airport customers references that have currently working systems installed.

1. Airport: _____
Contact Name: _____
Title: _____
Address: _____
Email: _____
Phone: _____

2. Airport: _____
Contact Name: _____
Title: _____
Address: _____
Email: _____
Phone: _____

3. Airport: _____
Contact Name: _____
Title: _____
Address: _____
Email: _____
Phone: _____

FORM C: PROOF OF INSURANCE COVERAGE

Proposer must provide the Authority with satisfactory evidence of the Proposer's Professional Liability Insurance from a company satisfactory to the Authority and authority to transact business in the State of Connecticut. Proposer shall submit this form with its proposal.

INSURER:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME AND PHONE: _____

Proposer is required to submit a letter or certificate from the Company providing insurance certifying that the Vendor has professional liability insurance in accordance with the terms set forth in this RFP.

FORM D: CERTIFICATION

I, undersigned, on behalf of the proposer, certify and declare that I have read all the foregoing answers to this Proposer's Questionnaire and know their contents. The matters stated in the answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of Connecticut that the foregoing is correct.

Signature: _____

Name: _____

Title: _____

Date: _____

FORM E: RFP EVALUATION CRITERIA

The following categories will be used to grade responses:

Overall System Design, Functionality, and Integration Capabilities	55%
Service, Maintenance, and Warranty	5%
Ability to Timely Perform	10%
References	10%
System Cost	15%
RFP Responsiveness	5%

Appendix A – Disadvantaged Business Enterprise Participation Requirements and Required Covenants

1. *Disadvantaged Business Enterprise Program* – Under regulations promulgated by the U.S. Department of Transportation (“DOT”), under 49 C.F.R. Part 26 (“Part 26”), the Authority has established its Disadvantaged Business Enterprise (“DBE”) Program. The Authority has received and expects to receive, federal financial assistance from the U.S. Department of Transportation, and as a condition precedent to receiving that assistance, the Authority has given assurances that it will comply with Part 26. It is the policy of the Authority that DBEs shall have an optimal opportunity to participate in contracting opportunities. Authority has established the DBE Program to implement this policy. Only DBEs entities that have a direct contract with the Contractor will be counted toward the Contractor’s DBE participation goal.
2. *DBE Program Compliance* – Contractor shall comply with all requirements of Part 26 and Authority’s DBE Program, in particular its DBE participation obligations.
3. *DBE Certified Providers* – Contractor acknowledges that a list of entities certified under the Connecticut Department of Transportation’s Connecticut Unified Certification Program may be found here: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx and that the FAA maintains a nationwide database here: <https://faa.dbesystem.com/Default.asp>.
4. *Reporting* – Contractor shall provide and submit, true and accurate reports as required under the DBE Program in a form specified by the Authority.
5. Provision required by 49 C.F.R. § 26.13(b) – The following will be including the Contract:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
6. Provision required by 49 C.F.R. § 26.53(f)(1)(ii) – The following will be including the Contract:

That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Note: For purposes of this Request for Proposals, no specific DBE is so specified.

Appendix B – Required Covenants

- A. **Agreements with the United States, State of Connecticut, Other Governments.** This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county, and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between Authority and the State of Connecticut or the United States of America, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.
- B. **Right to Amend.** If the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or the obtaining of funds for improvements at the Airport, Contractor hereby consents to any and all such modifications and changes as may be reasonably required.
- C. **Covenants Against Discrimination.** General Civil Rights Provisions: Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the property is owned, used, or possessed by Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, concerning the work performed by it during the contract, will 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. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's or a contractor's noncompliance with the non-discrimination provisions of this contract, Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Contractor under the contract until Contractor complies; and/or
 - b. Canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action concerning any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request Authority to enter into any litigation to protect the interests of Authority. In addition, Contractor may request the United States to enter into litigation to protect the interests of the United States.
7. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 C.F.R. part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).