



TWEED-NEW HAVEN REGIONAL AIRPORT

AIRPORT RESCUE & FIRE FIGHTING ANCILLARY EQUIPMENT BID DOCUMENTS

MAY 2024

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LEGAL NOTICE - INVITATION FOR BIDS

TWEED-NEW HAVEN AIRPORT AUTHORITY
TWEED-NEW HAVEN REGIONAL AIRPORT

EQUIPMENT ACQUISITION

Specifications and Bid Documents for an Aircraft Rescue and Fire Fighting (ARFF) Ancillary Equipment to be purchased by the Tweed-New Haven Airport Authority for Tweed-New Haven Airport, interested parties may obtain copies of the bid proposal package by emailing Felipe Suriel at fsuriel@avports.com or by visiting the Tweed-New Haven Regional Airport website at <https://flytweed.com/about-airport/doing-business-with-tweed/> on Monday May 6, 2024.

Sealed bids will be received at the above address until 12:00 p.m. on Friday May 13, 2024. They will then be opened and read. Awards will not be made to any bidder whose name appears on a debarred list from performing contracts for the Federal Government, the State of Connecticut or any agency of the foregoing.

The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause.

The Tweed-New Haven Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

The requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, apply to this contract. The Tweed-New Haven Airport Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

INFORMATION FOR BIDDERS

1. FORM AND SUBMISSION OF PROPOSALS

The Tweed-New Haven Airport Authority hereinafter called the “Authority”, invites proposals in the annexed form. Specifications and contract documents for an Aircraft Rescue and Fire Fighting (ARFF) Ancillary Equipment to be purchased by the Tweed-New Haven Airport Authority for Tweed-New Haven Regional Airport, are expected to be available on the Tweed-New Haven Regional website at www.flytweed.com on Monday May 6, 2024.

Sealed bids will be received at the above office until 12:00 P.M. on Monday May 13, 2024. They will then be opened and read. Each proposal must be contained in an envelope addressed to the Tweed-New Haven Airport Authority, which shall be sealed and conspicuously endorsed with the bidder's name and the name of this Contract. Awards will not be made to any Bidder whose name appears on a debarred list from performing contracts for the Federal Government, the State of Connecticut, or any agency of the foregoing.

Work included in this project includes the following: Furnishing of ARFF Ancillary Equipment.

The proposal must be submitted on the form bound herewith and must give all the information required. The proposal must be signed, and the acknowledgment taken on the appropriate form following the proposal.

No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect.

The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause.

The Bidder must supply all the information required by the bid form.

The Tweed-New Haven Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects

¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

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are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

2. PAPERS ACCOMPANYING PROPOSALS

Each Proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal:

(a) Acknowledgment of receipt of all Addenda shall be listed below by the Bidder. One copy of each addendum, if any, issued during the bidding period shall be initialed and attached to the Proposal, but any Proposal submitted without such addendum initialed and attached will nevertheless be construed as though such addendum has been initialed and attached.

Addendum No. _____
Addendum No. _____

(b) If the bidder is a corporation: (1) a statement of the names and residences of its officers, which may be on the page following the Proposal; and (2) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals.

If the bidder is a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, which may be on the page following the Proposal.

If the bidder is an individual, a statement of his/her residence, which may be on the page following the Proposal.

(c) Either the Bid Bond (in the amount of 5% of the total Contract Price for the Base Bid), bound herewith, duly executed by the bidder as principal and by one or more surety companies duly authorized to carry on the business of suretyship in the state in which the airport is located, whose names appear on the current list of the Treasury Department of the United States as acceptable as sureties upon federal contracts; or, in lieu of a Bid Bond, a certified check, payable to the order

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of the Tweed-New Haven Airport Authority, in the same amount appearing in the Bid Bond form, which check shall be delivered as part of the proposal, to Tweed-New Haven Regional Airport, Administration Building, 155 Burr Street, New Haven, Connecticut 06512 who will give a proper receipt therefor.

(d) A balance sheet showing the net worth of the bidder as of a date not earlier than forty-five days prior to the date of the opening of the Proposals; or in lieu thereof, a balance sheet showing the net worth of the bidder as of a date not earlier than the end of the preceding fiscal year, together with a statement in writing, signed by a duly authorized representative of the bidder, that the current status is at least as good as that shown on the balance sheet submitted. The balance sheet or statement shall also note the name and address of the bidder's chief bank with the name of the bank representative handling his/her account.

(e) Specifications of the equipment the bidder proposes to furnish.

(f) The Form of Proposal bound herewith with the bidder's price inserted in the Proposal Form. The amounts must be given both in figures and in writing and, in the case of discrepancy, the writing shall control.

(g) Non-Collusion Affidavit.

(h) Equal Employment Opportunity Form.

(i) Current Work Force Form.

(j) Statement of Bidder's Qualifications.

(k) Buy American Certification.

(l) Certification Regarding Tax Delinquency and Felony Convictions.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

(including notification of outstanding financial and other obligations to
the City of New Haven or the Town of East Haven)

State of _____, County of _____

_____, being first duly sworn, deposes and says that:

(Name of Person)

1. He is (owner, partner, officer, representative, or agent) of _____
(circle one) **(Name of Contractor)**

Bidder/Proposer that has submitted the attached bid/proposal.

2. He is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other bidder, or to fix any overhead, profit or cost element of the Bid/Proposal prices or the bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Authority or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. **Check One:**

_____ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial, contractual, or other obligations to the Authority, nor are they a party to any entity which has any such obligations.

_____ This bidder/proposer has outstanding obligations to the Authority (List all obligations below and indicate the nature of the obligation and the parties involved.)

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7. Neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the City of New Haven or the Town of East Haven as required by state law.
8. Listing of owners, partners, officers, representatives, agents and/or affiliates

Name	Title	Affiliated Company (if none, state NONE)	Title
1			
2			
3			
4			
5			
6			
7			

Use additional sheet if necessary (Must be on company letterhead and notarized).

 (Signed)

 (Title)

Subscribed and sworn to before me this _____ day of _____, 2024.

 (Title)

My commission expires _____, 20____.

THIS FORM MUST BE NOTARIZED

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

- a. To comply with all provisions of Executive Orders 11246 and 11575, Connecticut Fair Employment Practice Act, and Chapter 12 ½ of the Code of Ordinances of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who administer such acts and requirements and all standards and regulations are incorporated herein by reference.
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- c. To post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- d. To state, in all solicitations or advertisements for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion sex age, physical disability, or national origin,
- e. To send to each labor union or representative of workers with whom he has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department.
- f. To utilize labor department and city sponsored manpower programs as course of recruitment and to notify the contract compliance unit and such programs of all job vacancies.
- g. To take affirmative action to negotiate with qualified minority contractors for any work that may be proposed for subletting or for any additional services, supplies or work which may be required as a result of this contract.
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises.
- i. To furnish all information and reports required by the Authority pursuant to section 12 ½ -1.1, 1 2 ½ - 19 through 12 ½ -33 and 12 ½ - 48 through 12 ½ - 52 and to permit access to its books, records and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program.
- j. If such contractor employs three or more employees to refrain n from paying such employees, membership dues and related expenses for clubs that restrict membership or use of their facilities on the basis of race, color, sex, religion, national origin or ancestry.
- k. To take such action, with respect to any subcontractor, as the city may direct as a means of enforcing the provisions of sub-paragraphs (a) through (n) herein, including penalties and sanctions for noncompliance provided however that, in the event the contractor becomes involve in or is threatened with litigation as a result of such direction by the city, the city will intervene in such litigation to effectuate the city's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part under one or more

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federal assistance programs the contractor or the city may ask the United States to enter into such litigation to protect the interest of the United States.

- l. To file, along with its subcontractors, if any, compliance reports with the city in form and to the extent prescribed in the contract by the contract compliance director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors or vendor.
- m. To include the provisions of sub-paragraphs(a) through (n) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor,
- n. That a finding, as hereinafter provide, of a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - 1. Withholding of all future payment under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor is in compliance with the provisions of the contract.
 - 2. Refusal of all future bids for any public contract with the Authority until such time as the contractor, or subcontractor, is in compliance with the provisions of the contract.
 - 3. Cancellation of the public contract.
 - 4. Recover of specified monetary penalties; and
 - 5. In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure ores may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined. (Ordinance 12-5-77).

IN WITNESS HEREOF on the _____ day of _____, 2024.
the contractor has caused this Agreement to be executed and delivered.

WITNESS:

CONTRACTOR:

Name of Contractor

Signature of Authorized Individual

Title of Authorized Individual

CURRENT WORK FORCE FORM

BIDDER: _____ DATE: _____

ADDRESS: _____ CITY/STATE: _____ ZIP CODE: _____

JOB CATEGORIES	MALE					FEMALE					TOTAL
	W	AA	HA	H	O	W	AA	HA	H	O	
Full-time											
Officials & Managers											
Professionals											
Technicians											
Sales Workers											
Officials & Clerical											
Craftsmen (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Part-time (less than 20 hr./wk.)											
Officials & Managers											
Professionals											
Technicians											
Sales Workers											
Officials & Clerical											
Craftsmen (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											

Are you a disadvantaged business enterprise? Yes: _____ No: _____

Are you a woman's business enterprise? Yes: _____ No: _____

Does your company have an affirmative action plan? Yes: _____ No: _____

KEY

- W White (Caucasian)
- AA African American
- HA Hispanic American
- H Handicapped
- O Other

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____

2. Bidder's Tax Identification Number: _____

3. Permanent Main Office Address: _____

4. When Organized: _____

5. If a Corporation, Where Incorporated: _____

6. How many years have you been engaged in the sale and distribution of firefighting equipment under your present firm or trade name: _____

7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract? If so, where and why? _____

9. List the three most recent similar contracts completed by you, stating approximate gross cost for each, and the month and the year completed. Provide name and telephone number for contact person for each contract.

10. Give bank reference.

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11. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the Tweed-New haven Airport Authority?

12. The undersigned hereby authorizes and request any persons, firm, or corporation to furnish any information requested by the Tweed-New Haven Airport Authority in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____, 2024

(Name of Bidder)

By: _____

Title: _____

State of _____

County of _____

_____, being first sworn, deposes and says that

he is: _____

of _____

and that the answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2024

Notary Public

My commission expires: _____, 20____

Date: _____

BID FORM

Item #	Equipment Description	Quantity	Unit Price	Extended Price
1	Pro-Bar 30 – Fire Hooks Unlimited or equivalent	1		
2	Lock Slot 8 – LS-8 – Fire Hooks Unlimited with Fire Hooks Unlimited IN-1 mounting bracket or equivalent	1		
3	Cable Cutter-36 – NCCC-28 – Fire Hooks Unlimited or equivalent	1		
4	Sledgehammer – 8-11128-B– Fire Hooks Unlimited or equivalent	1		
5	EMI Quick-Cut or equivalent	2		
6	Roof Hook – RF 8FT – Fire Hooks Unlimited with Fire Hooks Unlimited Hooks Nest 4 mounting bracket or equivalent	1		
7	Ziamatic Wheelchocks SAC-44-E with SQCH-44-H mounting brackets or equivalent	1		
8	Streamlight – Vulcan 180 HAZ-LO with Charger – 44325 or equivalent	2		
9	Husqvarna 14” Cutoff Saw K1 PACE 14” w/ (2) Bli300 Batteries and (1) QC500 Charger and Ziamatic QM-CSM-L Mounting Bracket or equivalent	1		
10	Amerex Purple ‘K’ – A413 with Fire Hooks Unlimited EZ-CB Mounting Bracket or equivalent	2		
11	Amerex – C571 with Fire Hooks Unlimited EZ-CB Mounting Bracket or equivalent	1		
12	holmatro Combi-tool – PCT60 w/PBPA287 Battery and PBCH3 Charger and Zephyr PCT60 Mounting Bracket or equivalent Holmatro Ram – PTR50 w/PBPA287 Battery and PBCH3 Charger and Zephyr PTR50 Mounting Bracket or equivalent	1		
13	R&B Fabrications – 442RD Hydrant Bag or equivalent	1		
14	Kochek – 09K or equivalent	2		
15	Kochek – 26K or equivalent	1		
16	Kochek – K05 or equivalent	1		
17	Kochek – K48-3 or equivalent	2		

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18	Redhead - Double End Hole Type Spanner or equivalent	2		
19	Kochek – KS34 or equivalent	2		
20	Matex – DP-17PUGreen-50-ARN or equivalent	6		
21	Defibtech – DT-100 w/DAC-100 Carrying Case or equivalent	1		
22	Scotty Drum and Pail Wrench or equivalent	1		
23	Zico Universal Spanner Wrench for Foam Containers or equivalent	1		
24	Supervac – V18-BL-12-AC-SP or equivalent	1		
25	Innotex – RDG-10 Coat or equivalent	4 pr		
26	Innotex – RDG -10 Pant or equivalent	4 pr		
27	Dex-Pro 3D Leather Glove - Gauntlet or equivalent	4 pr		
28	FDXR-100 Rubber Boot or equivalent	4 pr		
29	SCOTT Air-Pak X3 SCBA 4.5 w/ 45-minute bottle and AV3000 Face Piece or equivalent	4		
30	Lifeliners – KL23-Navy or equivalent	4		
31	Bullard UST-6 w/4" Visor, NYF-1B Shield and NYI-ID Shield or equivalent	4		

In accordance with the specifications, the undersigned agrees to provide an Aircraft Rescue and Fire Fighting (ARFF) Ancillary Equipment described in the Bid Documents at a total price of _____ (\$_____).

The equipment shall be delivered to Tweed-New Haven Regional Airport, 155 Burr Street, New Haven, CT 06512 within 210 days of the Authority's "Notice to Proceed".

The Authority reserves the right to reject all bids.

The information in this bid form is correct to the best information, knowledge and belief of the undersigned. It is submitted without collusion with any person, individual or corporation.

() _____
 Telephone Number

 Name of Contractor

Witness (Signature)

Signature of Authorized person

Name of Witness

Title

State of _____, County of _____. On this _____ day of _____, 2024, before me personally came _____, to me known who did depose and say that he is _____ of _____, the corporation described above, that he executed the foregoing instrument, and that such instrument is duly submitted on behalf of _____.

Notary Public

My commission expires _____, 20__

The delivery date of this equipment shall not exceed 180 days from issuance by the Authority of a "Notice to Proceed".

This offer shall be irrevocable for one hundred eighty (180) days after the date on which the Authority opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every representation and warranty made by the Contractor in said Form of Contract. Moreover, as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents or employees) by the Authority, and its directors, officers, agents, or employees; and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

The attached Information for Bidders, all papers required by it and submitted in connection herewith at any time, said Form of Contract, and all papers made part therefore by its terms are made part of this Proposal.

The undersigned hereby designates the following as his/her office (**):

The telephone number of the undersigned is: _____

Dated, _____, 2024.

(Signature of individual or name of corporation or partnership)

(Signature of agent, partner or corporate officer)

BY (*) _____

(*)If Proposal is signed by an officer or agent, give title and address.

(Acknowledgment of signature to be taken on proper form on following pages)

**CERTIFICATE OF AUTHORITY, IF BIDDER
IS A CORPORATION**

I, the undersigned, as Secretary of the corporation submitting the foregoing Proposal, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation so fully and completely authorized to do so.

(Seal)

Notary Public

**ACKNOWLEDGMENT OF BIDDER,
IF A CORPORATION**

State of _____,]

] SS:

County of _____,]

On this _____ day of _____, 20 ____, before me personally came and appeared _____, to me known, who, being duly sworn, did dispose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed by order of the directors and said corporation; and that he/she signed his/her name thereto by like order.

(Seal)

Notary Public

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

**ACKNOWLEDGMENT OF BIDDER,
IF AN INDIVIDUAL**

State of _____,]

] SS:

County of _____,]

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same.

(Seal)

Notary Public

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

STATEMENT ACCOMPANYING PROPOSAL

Names and Residences of Officers, If Bidder is a Corporation:

Name	Title	Residence (*)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name and Residences of Partners, If Bidder is a Partnership:

Name	General or Limited Partner	Residence (*)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder's Residence, If an Individual (*)

Name	Residence (*)
_____	_____

If Bidder is a Corporation, Annex Copy of Certificate of Incorporation Certified by Corporate Secretary.

(*) Give Street Number of Residence. Do not give business address.

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned (*) Principal;

(*) _____

and (+) _____

as surety, are hereby held and firmly bound unto the Tweed-New Haven Airport Authority (hereinafter referred to as the "Authority"), in the penal sum of _____ Dollars, (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2024.

The conditions of the above obligation is such that whereas the above named principal has submitted to the Authority a certain Proposal, bound herewith and hereby made a part hereof, to perform the obligations of the Contractor under a contract in writing, known as Contract "Acquisition of Ancillary ARFF Equipment, ", now therefore:

- (a) If said Proposal shall not be accepted, or**
- (b) If said Proposal shall be accepted and the Authority does not require the principal to furnish a Performance and Payment Bond, or**
- (c) If said Proposal shall be accepted and the Authority requires the principal to furnish Performance and Payment Bond and either the principal furnishes Performance and Payment Bonds satisfactory to the Authority, in accordance with the requirements of said Proposal or the Authority does not terminate the Contract as provided therein on account of the failure to furnish such a bond,**

(+) *Insert name of surety*

(*) *Insert bidder's name. If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the State of _____"*

If a partnership, give full names of partners, using also, the phrase, "co-partners doing business under the firm name of _____"

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____"

Then this obligation shall be void, otherwise the same shall remain on full force and effect;

it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extensions of the times within which the Authority, may receive or accept such Proposal or within which the principal may furnish a Performance and Payment Bond or by any waiver by the Authority of any of the requirements of said Proposal; and said surety does hereby waive notice of any such extensions or waivers.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

Principal

(Seal)

By(*) _____

(Seal)

By(+) _____
Surety

() If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.*

**ACKNOWLEDGMENT OF PRINCIPAL,
IF A CORPORATION**

State of _____,]

] SS:

County of _____,]

On this ____ day of _____, 20____, before me personally came and appeared _____, to me known, who, being by me duly sworn, did dispose and say to me that he/she resides at _____, that he/she is the of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed by order of the directors and said corporation; and that he/she signed his/her name thereto by like order.

(Seal)

Notary Public

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

**ACKNOWLEDGMENT OF PRINCIPAL,
IF A PARTNERSHIP**

State of _____,]

] SS:

County of _____,]

On this _____ day of _____, 20____, before me personally came and appeared
, to me known and known to me to be one of the members of the firm of
, described in and who executed the foregoing instrument and he/she acknowledged to
me that he/she executed the same as and for the act and deed of said firm.

(Seal)

Notary Public

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

**ACKNOWLEDGMENT OF PRINCIPAL,
IF AN INDIVIDUAL**

State of _____,]

] SS:

County of _____,]

On this ____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

(Seal)

Notary Public

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

BUY AMERICAN CERTIFICATION

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
 - a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

² Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY
CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name

Date

3. QUALIFICATION INFORMATION

At any time after opening Proposals, the Authority may give oral or written notice to one or more bidders to furnish the Authority with information relating to his/her qualifications to perform the Work, including the following, which information shall be furnished within three days thereafter:

(1) A detailed list of the materials and equipment which the bidder proposes to use, indicating which portions he/she already possesses.

(2) A detailed list of material suppliers and subcontractors, together with such information as the Authority may require regarding the terms and condition under which such materials and labor are expected to be furnished.

(3) A statement of work which the bidder has on hand, including work on which a bid has been submitted, showing the dollar value, nature, size, location, degree of completion, expected time of completion and any other information pertaining to such work which the Authority may require.

(4) Detailed information relating to work which the bidder has completed for others, including without limitation personal and corporate references, sufficient to enable the Authority to determine the Contractor's financial responsibility, experience and capacity to perform the Work.

(5) Information to supplement that shown in the balance sheet required to be submitted with the Proposal.

(6) A detailed list of proposed DBE firm participation including name, address, certification numbers, description of work to be performed and the dollar amounts of such work. The DBE firms are to meet the requirements set forth in these contract documents.

The giving of such notice to a bidder shall not be construed as an acceptance of his/her Proposal.

4. ACCEPTANCE OR REJECTION OF PROPOSAL

Within one hundred eighty (180) days after the opening of the Proposals, the Authority will accept one of the Proposals, if it accepts any. The acceptance of a Proposal will be given only by mailing to or delivering at the office designated in the Proposal a notice in writing specifically indicating acceptance signed by an authorized representative on behalf of the Authority. No other act of the Authority, its directors, officers, agents, or employees shall constitute acceptance of a Proposal. Such notice will state whether the Authority requires the bidder to furnish Performance and Payment Bonds. Rejection of a Proposal will be only by either (a) notice in writing specifically stating that the Proposal is rejected, signed by an authorized representative on behalf of the Authority and mailed to, or delivered at, the office designated in the Proposal or (b) omission of the Authority to accept a Proposal within 180 days after the opening of Proposals. No other act of the Authority, its directors, officers, agents, or employees shall constitute rejection of a Proposal, including any counter offer or other act of Authority, its directors, officers, agents or employees.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals or to accept that Proposal, if any, which in its judgment will under all the circumstances best serve the public interest and to waive defects in any Proposal.

In the event that the apparent low bidder defaults upon the Contract by failing to furnish the qualification information, within seven (7) days of the opening of proposals as noted in Item 3, and the Authority terminates the Contract, the Authority reserves the option to accept the Proposal of any other bidder within one hundred eighty (180) days after the opening of Proposals, in which case such acceptance shall have the same effect as to such other bidder as though he were the originally successful bidder.

5. RETURN OF CERTIFIED CHECKS

Within ten days after the opening of the Proposals, the Authority will return all certified checks deposited by bidders, except those deposited by the bidder to be selected by the Authority, which will be returned within three days after the Proposal is accepted by the Authority, or within three days after satisfactory Performance and Payment Bonds are furnished to the Authority or if all Proposals are rejected, not later than three days after such rejection. The return of a bidder's check shall not, however, be deemed to be a rejection of his/her Proposal.

6. QUESTIONS BY BIDDERS

Questions by prospective bidders concerning the Contract may be addressed to the Airport Manager, (203) 466-8833, who, however, is authorized only to direct the attention of prospective bidders to various portions of the Contract so that they may read and interpret such portions for themselves. Neither he/she nor any other employee of the Authority is authorized to give interpretations of any portion of the Contract or is to give information as to the requirements of the Contract in addition to that contained in the Contract. Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum issued over the name of the Airport Manager which addendum shall be considered part of this Contract. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its directors, officers, agents or employees shall impair or limit the effect of the warranties of the Contractor contained elsewhere in this Contract.

CHAPTER I – GENERAL PROVISIONS

1. DEFINITIONS

To avoid undue repetition, the following terms whenever they occur in this Form for Contract or any of the other papers forming a part of the Contract shall be construed as follows:

"Airport Manager" shall mean the Airport Manager of Tweed-New Haven Regional Airport for the time being, or his successor in duties for the purpose of this Contract, acting personally or through his authorized representative.

"Authority" shall mean the Tweed-New Haven Airport Authority.

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance, the Specifications and the Contract Documents (including written addenda issued over the name of the Airport Manager all of which are made part hereof as though herein set forth in full. The entire agreement between the parties shall consist only of the Contract as so defined.

The term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturday, Sundays and holidays, included.

"Engineer" and/or "Resident Engineer" shall mean the Resident Engineer from the Staff of the Airport Manager.

"Executive Director" shall mean the Executive Director, Tweed-New Haven Airport Authority for the time being, or his successor in duties for the purpose of this Contract acting personally or through his authorized representative.

No persons other than those specifically identified above shall be deemed a representative of the Executive Director, or the Airport Manager, or of the Engineer except to the extent specifically authorized in an express notice to the Contractor signed by the Executive Director. Further, no person shall be deemed a successor in duties of either the Executive Director or Airport Manager, unless the Contractor is so notified in a writing signed by the Chief Executive Officer.

"FAA" shall mean the Federal Aviation Administration.

"Inspector" shall mean any representative of the Engineer designated by him as Inspector and acting within the scope of the particular authority vested in him.

"Notice" shall mean a written notice.

"Subcontractor" shall mean anyone who performs work (other than or in addition to the furnishing of materials or equipment), directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnishes merely his own personal labor or his own personal services.

"Supplier" shall mean anyone who furnishes materials or equipment (including temporary or consumable materials) to the Contractor or any subcontractor for use in the performance of work.

"Supplier" or "subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor has a substantial interest; provided, however, that for the purposes of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to any one but the Contractor himself.

"Work" shall mean all equipment, plant, labor, materials (including materials and equipment, if any furnished by the Authority) and other facilities and all other things necessary or proper for or incidental to the furnishing and delivery of ancillary ARFF equipment to Tweed-New Haven Regional Airport and "Performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things as set forth in the Specifications.

"Work required by the Bid Documents and Specifications in their present form" or words of similar import shall include all Work required by the Specifications in their present form (whether or not mentioned in the Specifications), and all work involved in or incidental to the accomplishment of the results intended by the Specifications and Bid Documents in their present form (whether or not mentioned therein or shown thereon).

Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required, permitted, ordered, designated or prescribed by the Engineer; and "approves", "acceptance", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the Engineer; and "necessary", "reasonable", "proper", "correct", and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.

Whenever including: "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

2. GENERAL AGREEMENT

The Contractor agrees to furnish and deliver an ARFF Ancillary Equipment to Tweed-New Haven Regional Airport in strict accordance with the Bid Documents and specifications and any future changes therein, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him/her by this Contract.

The Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Authority, in full consideration for the performance by the Contractor of his/her duties and obligations under this contract, compensation based on the prices bid, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

The enumeration in this Form of Contract and in the Specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done, but the Contractor shall perform all work required, without other compensation than that specifically provided, whatsoever changes may be made on the Bid Documents and specifications, whatsoever work may be required in addition to that required by the Bid

Documents and Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

3. ACCESS TO RECORDS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, 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.

4. STATE and LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to Section 12-412 of the State Statutes of State of Connecticut. All tangible personal property which will become an integral component of a structure, building or real property of the State of Connecticut, or any of its political sub-divisions is exempt from State and Local retail sales tax and compensating use tax.

Bidders' proposals shall exclude dollar amounts for the payments of State and Local retail sales tax and compensating use Tax, for tangible personal property defined above.

5. SEPARATE PERFORMANCE & PAYMENT BONDS

At the time of accepting the Contractor's Proposal, the Contractor shall furnish separate Performance and Payment Bonds for the faithful performance of all obligations imposed upon him/her by the Contract and for the payment of all lawful claims of subcontractors, suppliers and workers arising out of the performance of the Contract. Such bonds shall be in the form bound herewith entitled, "Performance Bond" and "Payment Bond"; each bond shall be in a penal sum equal to the Estimated Total Contract Price and such bonds shall be signed by one or more sureties* satisfactory to the Authority. The bonds may be executed on a separate copy of such form not physically attached to this Contract booklet. In any case, both the form of bonds bound herewith, and any unattached executed copy thereof shall form a part of this Form of Contract as though herein set forth in full.

At any time after the opening of Proposals, the Authority may give notices to one or more bidders to advise the Authority as to the names of their proposed sureties* and the amount for which each surety would be individually liable. Within forty-eight hours thereafter each bidder so notified shall so advise the Authority. The giving of such notice to a bidder shall not be construed as an acceptance of his/her Proposal, and omission to give such notice shall not be construed as an election by the Authority not to require such bonds.

The Contractor shall furnish and deliver such bonds to the Authority within seven days after receipt by him/her of the acceptance of his/her Proposal, and the sureties thereon shall be as proposed by him/her,

provided, that if the Authority has therefore given notice to him/her that his/her proposed sureties or any of them are not satisfactory, the bonds shall be executed by other sureties satisfactory to the Authority.

Sureties must be corporations (commonly known as "surety companies"), authorized to do business as sureties in the State of Connecticut, whose names appear on the current list of the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bonds to the Authority as acceptable sureties to the Treasury Department. In addition, the aggregate underwriting limitations on any one risk, as set forth in the aforementioned list of the Treasury Department of the sureties, shall equal or exceed the penal sum of the Performance and Payment Bonds.

In the event of a default by the Contractor in his/her obligation to furnish satisfactory bonds within seven days after he/she receives an acceptance of his/her Proposal, such default shall entitle the Authority in its discretion to terminate this Contract at any time within fourteen days after acceptance of the Proposal, without any liability on the part of the Authority. Inasmuch as the damages to the Authority resulting from a termination by it upon the failure of the Contractor to furnish satisfactory bonds will include items whose accurate amount will be difficult or impossible to compute, such damages shall be liquidated in the sum of the following amounts:

(a) The excess, if any, of the Estimated Total Contract Price in the Proposal finally accepted over the Proposal of the Contractor; and

(b) The expense of such new advertisement of the Contract, if any, as may be deemed necessary by the Authority;

(c) The sum of \$250.00 for each day after the receipt by the Contractor of the acceptance of his Proposal that the performance of the Contract is not completed by reasons of the failure of the Contractor to furnish the required bonds.

In the recovery of the damages above specified, the Authority may proceed against the sum represented by the certified check deposited with it or against the Bid Bond and take such other action as it may deem best in the public interest.

If the Contractor furnishes bonds in accordance with the requirements of the Authority under this numbered clause, the Authority shall reimburse the Contractor for the net amount actually paid by him/her to the surety or sureties as the premium on such bond. The cost of said bonds shall be included in the Contractors bid price.

If at any time the Authority shall be or become dissatisfied with any surety then upon any bond furnished in accordance with the requirements of the Authority, or if for any other reason such bond shall cease to be adequate security to Authority, the Contractor shall, within five days after notice from the Authority so to do, substitute a new bond in such form and sum and signed by such other sureties as may be necessary in the opinion of the Authority to constitute adequate security.

FORMAT FOR PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned (*)

as principal; and ()**

as sureties, are hereby held and firmly bound unto Tweed-New Haven Airport Authority in the penal sum of:

_____ Dollars and _____ Cents (\$_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns.* Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Name of Surety

Signed, this _____ day of _____ 20__

(*) Insert Contractor's name. If a corporation, give the state of incorporation, using also the

phrase "a corporation organized under the laws of the State of _____".

If a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____".

(**) Insert names and limits of sureties. See clause of Form of Contract entitled "Separate Performance and Payment Bonds" for information regarding number and qualifications of sureties. If space is insufficient, add rider. This space is not applicable and should be left blank if there is only one surety.

FORMAT FOR PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned (*)

as principal; and ()**

as sureties, are hereby held and firmly bound unto Tweed-New Haven Airport Authority in the penal sum of:

_____ Dollars and _____ Cents (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns.* Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Name of Surety

Signed, this _____ day of _____ 20_____

(*) Insert Contractor's name. If a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of the State of _____".

If a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____".

(**) Insert names and limits of sureties, if more than one. See clause of Form of Contract entitled "Separate Performance and Payment Bonds" for information regarding number and qualifications of sureties. If space is insufficient, add rider. This space is not applicable and should be left blank if there is only one surety.

The condition of the above obligation is that.

WHEREAS, the above named principal has entered into a Contract in writing with the Authority, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated Contract “_____”.

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of suppliers, subcontractors and workers arising out of said contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him/her to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of suppliers, subcontractors and workers arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit of the Authority and all suppliers, subcontractors, and workers having lawful claims arising out of the performance of said Contract, and all such suppliers, subcontractors and workers (as well as the Authority itself) shall have a direct right of action upon this bond; but the rights and equities of such suppliers, subcontractors and workers shall be subject and subordinate to those of the Authority.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change on or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any work to be performed or any moneys due or to become due thereunder; and said sureties do hereby waive notice of any and all of such extensions, modification, omissions, additions, changes, payments, waivers, assignments, subcontractors and transfers, and hereby expressly stipulate and agree that any and all things done and omitted to be done

by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said sureties as though done by or in relation to said principal.

The sureties shall give the Executive Director, Tweed-New Haven Airport Authority the following notices:

(a) Written notice of an intent to pay any claim of a subcontractor, supplier or worker hereunder;

(b) Written notice within five days of the institution of an action by a subcontractor, supplier or worker hereunder.

The sureties shall not pay the claim of any subcontractor, supplier or worker hereunder until the expiration of thirty days after receipt by said Executive Director of notices under either subparagraph (a) or (b) above, describing the claim to be paid.

IN WITNESS WHEREOF, The principal and the sureties have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

Principal

(Seal)

By (*)_

Surety

(Seal)

By ()**

(*) If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

(**) Add signatures of additional sureties, if any.

**ACKNOWLEDGMENT OF PRINCIPAL,
IF A CORPORATION**

State of _____,]

] SS:

County of _____,]

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of, _____ which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his name thereto by like order.

(Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

**ACKNOWLEDGMENT OF PRINCIPAL,
IF A PARTNERSHIP**

State of _____,]

] SS:

County of _____,]

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

**ACKNOWLEDGMENT OF PRINCIPAL,
IF AN INDIVIDUAL**

State of _____,]

] SS:

County of _____,]

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

(Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

CHAPTER 2 – COMPENSATION & PAYMENTS

6. PAYMENTS

After delivery of the equipment and upon completion of any required training, the Contractor shall furnish the following to the Authority:

(a) The Final Payment Application showing the final quantities of such Work performed and cost of the work in accordance with the prices specified in the Contractor's proposal.

(b) A notarized Final Requisition Affidavit stating that the Contractor "certifies that there are no known mechanics or suppliers liens outstanding at the date of this Final Requisition Affidavit, that all due and payable bills with respect to the work have been paid, that there is no known basis for filing of any mechanics or suppliers liens on the Work, and that waivers from all subcontractors and suppliers have been obtained in such form as to constitute an effective waiver of lien under the laws of the State of Connecticut."

(c) Notarized copies of all waivers of liens received under the above subparagraph (b) of this section.

Within thirty days after receipt of all documents provided for in subparagraphs (a), (b) and (c) of this numbered clause, the Authority shall pay to the Contractor by check the amount stated in said Final Payment Application, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this final payment, which is throughout this Contract called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him/her, of Final Payment shall be and shall operate as a release to the Authority of all claims and all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the Authority, its directors, agents and employees relating to or arising out of the Contract and claims based on claims of third persons, excepting only his/her claims for reimbursement for certain items as hereinbefore provided. No payment, however, final or otherwise, shall operate to release the Contractor or his/her sureties from any obligations in connection with this Contract or the Performance or Payment Bonds.

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but

in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority.

Such release shall be effective notwithstanding and purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he/she shall not be entitled to, and hereby waives any right he/she might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or for any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 4% per annum for the period, if any, in which such interest is due.

7. WITHHOLDING OF PAYMENTS

If (1) the Contractor fails to perform any of his/her obligations under this Contract or any other agreement between the Authority and the Contractor (including his/her obligation to the Authority to pay any claim lawfully made against him/her by any supplier, subcontractor or worker or other third person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement with the Authority and the Contractor is made against the Authority or (3) any party under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him/her by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement with the Authority and the Contractor or if in the opinion of the Airport Manger any of the aforesaid contingencies is likely to arise, then the Authority shall

have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Airport Manager may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Airport Manager as authorized by the Executive Director may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Authority to withhold out of any payment, shall not be deemed to indicate that the Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such suppliers, subcontractors, workers or other third person.

Until actual payment to the Contractor, his/her right to any amount to be paid under this Contract (even though such amount has already been certified due) shall be subordinate to the rights of the Authority under this numbered clause.

If, however, the payment of any amount due the Contractor shall be improperly delayed by the fault of the Authority, Authority shall pay the Contractor interest thereon at the rate of four percent (4%) per annum for the period of delay, it being agreed that such interest shall be in lieu of any in liquidation of any damages to the Contractor because of such delay.

CHAPTER 3
PROVISIONS RELATING TO TIME

8. TIME FOR COMPLETION & DAMAGES FOR DELAY

The Contractor shall complete the performance of all work under this Contract as follows:

All work specified in these specifications and Contract Documents is to be completed within two hundred and ten (210) days after receipt of the Notice to Proceed from the Authority.

The Contractor shall not commence the performance of the work until receipt from the Authority of a Notice to Proceed which will be issued upon compliance with the following:

(a) If Performance and Payment Bonds are required, the date of receipt by him/her of notice from the Authority that the Performance and Payment Bonds furnished by him/her are satisfactory.

The time for completion shall not be extended on account of the time required to furnish the documents referred to in subparagraph (a) above, but the Authority shall give notice to the Contractor within five days after receipt of the Performance and Payment Bonds as to whether or not such bonds are satisfactory.

The Contractor's obligation for the performance and completion of the work within the time or times provided for in this Contract are of the essence of this Contract. The Contractor guarantees that he/she can and will complete the performance of the work within the time hereinbefore stipulated or within the time extended in accordance with the clause hereof entitled "Extensions of Time". Inasmuch as the damage and loss to the Authority which will result from delay in completing the performance of the Work within the time herein stipulated will include items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Authority for each calendar day by which the Contractor does not complete performance of the Work within the times above stipulated, or within such time or times as extended in accordance with the clause hereof entitled "Extensions of Time", shall be liquidated in the sum of the following amounts:

(a) Five Hundred Dollars (\$500.00) per day for each day by which the Contractor shall fail to complete the performance of the work in accordance with the above paragraphs.

9. EXTENSIONS OF TIME

The time above provided for completion of any part of the Work shall be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Airport Manager, the Contractor is necessarily delayed in completing such part by such time solely directly by a cause which meets all the following conditions:

1. Such cause is beyond the Contractor's control and rises without his/her fault;
2. Such cause comes into existence after the opening of Proposals on this Contract and neither was nor could have been anticipated by investigation before such opening.

In any event, even though a cause of delay meets all the above conditions, an extension shall be granted only to the extent that (i) the performance of the work is actually and necessarily delayed and (ii) the effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling), whether before or after the occurrence of the cause of delay which would not have affected the performance of the Work were it not for the fault of the Contractor or for other delay for which the Contractor is not entitled to an extension of time.

Any references herein to the Contractor shall be deemed to include subcontractors and suppliers, whether or not in privity of contract with the Contractor, and employees and others performing any part of the Work, and all foregoing shall be considered as agents of the Contractor.

The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for the portion of the work actually delayed. The Airport Manager may defer all or part of his/her decision on an extension and any extension may be rescinded or shortened if it subsequently is found that the delays can be overcome or reduced by the exercise of reasonable precautions, efforts and measures.

As a condition precedent to an extension of time, the Contractor shall give written notice to the Airport Manager within 48 hours after the time when he/she knows or should know of any cause which might under any circumstances result in delay for which he/she claims or may claim an extension of time (including those causes which the Authority is responsible for or has knowledge of), specifically stating that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at the time, the nature and expected duration of the delay and its effects on the various portions of the Contract. Since the possible necessity for an extension of time may materially alter the scheduling, plans and other actions of the Authority, and since, with sufficient opportunity, Authority might if it so elects attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the Contractor's obligations and failure of the Contractor to give written notice as above required shall be conclusive waiver of an extension of time.

It shall in all cases be presumed that no extension, or further extension, of time is due unless the Contractor shall affirmatively demonstrate to the satisfaction of the Airport Manager that it is. To this end the Contractor shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records, the foregoing presumption shall be deemed conclusive.

CHAPTER 4 – CONDUCT OF CONTRACT

10. CIVIL RIGHTS ACT OF 1964. Title VI - NON-DISCRIMINATION REQUIREMENTS

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Compliance with Nondiscrimination 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. **Compliance with Regulations:** The 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:** The Contractor, with regard to 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. The 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 CFR part 21.
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 will be notified by the Contractor of the 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:** The 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 the sponsor 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, the Contractor will so certify to the sponsor 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 a contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor 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 the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The 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. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- 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);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

11. NOTICE REQUIREMENTS

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance for such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice and of information with respect to such claims as provided in this numbered clause. The failure of the Contractor to give written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein, "claim" shall include any claim arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor’s Proposal, and claims of a type which are barred by the provisions of this Contract) for damages, payment or compensation of any nature or for extension of any time for performance of any part of this Contract.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

1. In the case of any claims for Extra Work, extensions of time for completion, or any other matter for which requirements are set forth elsewhere in this Contract as to notice and information, such requirements shall apply.
2. In the case of all other types of claim, notice shall have been given to the Airport Manager, personally, as soon as practicable, and in any case, within 48 hours, after occurrence of the act,

omission, or other circumstances upon which the claim is or will be based, stating as fully practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made, which records shall be submitted to the Airport Manager, personally.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstances as they occur, and the requirements herein for such notice and information are essential to this Contract and are in addition to any notice statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No act, or statement of any kind shall be regarded as waiver of any of the provisions of this numbered clause or may be relied upon as such waiver by a written statement signed by the Executive Director, expressly stating that a waiver is intended as to any particular provision of this numbered clause, and more particularly no discussion, negotiations, consideration, correspondence, or request for information with respect to a claim by any director, officer, employee or agent of the Authority shall be construed as a waiver of any provision of this numbered clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation, only notice and information complying with the express provisions of this numbered clause shall be deemed to fulfill the Contractor's obligation under this Contract.

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff,

termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member

and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

14. DISADVANTAGED BUSINESS ENTERPRISES

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project **DBE goal of 14.69 %**, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE

subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Tweed New Haven Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Contractor 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 Department of Transportation-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 Owner 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.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

15. INSURANCE

The contractor shall carry or require that there be carried Workers’ Compensation and Employer’s Liability insurance for all its employees and those of its subcontractors engaged in work at the site. Worker’ Compensation insurance shall be in compliance with the Connecticut Workers’ Compensation Law and the Employer’s Liability limit shall not be less than the following:

- Bodily Injury by Accident, each Accident - \$1,000,000
- Bodily Injury by Disease, each Employee - \$1,000,000
- Bodily Injury by Disease, Policy Limit - \$1,000,000

Contractor shall certify that it and its subcontractors are not in arrears t the State of Connecticut Second

Injury Fund.

The contactor shall carry or require, during the life of the Contract, that there be carried Aviation and Commercial General Liability Insurance with the following limits:

General Aggregate - \$5,000,000
Products/Completed Operations Aggregate - \$5,000,000
Personal/Advertising Injury Aggregate - \$5,000,000
Each Occurrence Limit - \$5,000,000

Coverage can be provided through an individual policy and umbrella policy.

Coverage shall be on an occurrence form and apply to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, product and completed operations.

All Commercial General Liability Policies must be primary and non-contributory with a waiver of subrogation included on behalf of Tweed-New Haven Airport Authority, Avports HVN LLC, The New HVN LLC.

The contractor shall carry, during the life of the Contract, Commercial Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned automobiles, trucks and trailers with coverage no less broad than that of the ISO Commercial Business Auto Policy with limits not less than \$1,000,000 combined single limit each accident for bodily injury, and property damage. Coverage shall apply to both on and away from the project Site.

The contractor shall provide certificates of insurance showing coverage by an insurance carrier authorized by the State of Connecticut to write insurance in the State. Said certificate shall contain the following endorsement:

“The Tweed-New Haven Airport Authority, Avports L HVN LLC, and the The New HVN LLC shall be named as additional insured parties to the extent their interests may appear. The additional insured provision does not apply to Workers’ Compensation coverage.”

16. EXTRA WORK ORDERS

No Extra Work shall be performed except pursuant to written orders of the Airport Manager as authorized by the Executive Director, expressly and unmistakably indicating his intention to treat the Work described therein as Extra work: and, the Airport Manager as authorized by the Executive Director, shall have the authority to order any item of Extra Work, if the cost thereof to the Authority together with the cost of Extra Work previously ordered and not expressly authorized as aforesaid will not be in the aggregate in excess of 10% of the Contract Price.

In the absence of such an order signed by the Airport Manager if the Engineer shall direct, order or require any work, whether orally or in writing, which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith, but shall within twenty-four hours give written notice thereof to the Airport Manager and the Engineer, stating why he deems it to be Extra Work, and shall moreover furnish to the Engineer time slips and memoranda as required by the clause hereof entitled "Compensation for Extra Work".

Said notice, time slips and memoranda are for the purpose of affording to the Airport Manager an opportunity to verify the Contractor's claim at the time and (if he desires so to do) to cancel promptly such order, direction or requirement of the Engineer, of affording to the Engineer an opportunity of keeping an accurate record of the materials, labor and other items involved, and generally of affording to the Authority an opportunity to take such action as it may deem desirable in light of the Contractor's claims. Accordingly, the failure of the Contractor to serve such notice or to furnish such time slips and memoranda shall be deemed to be a conclusive and binding determination on his/her part that the direction, order or requirement of the Engineer does not involve the performance of Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof, such written notice, time slips and memoranda being a condition precedent to such claims.

17. TITLE TO MATERIALS

All materials shall be and become the property of the Authority upon being delivered to Tweed-New Haven Airport.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring title to such materials, free of

encumbrances and shall mark or otherwise identify all such materials as the property of the Tweed-New Haven Airport Authority.

18. ASSIGNMENTS & SUBCONTRACTS

Any assignment or other transfer by the Contractor of this Contract or any part hereof or any monies due or to become due hereunder without the express consent in writing of the Authority, shall be null and void. The Contractor may subcontract portions of the Work to such persons as the Authority may, from time to time expressly approve in writing. Approval of the subcontract may be conditioned on (among other things) the furnishing, without expense to the Authority, of a surety bond guaranteeing payment by the subcontractor of claims or suppliers, subcontractors, workers and other third persons arising out of the subcontractor's performance of any part of the work.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his/her obligations. As between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontracts and all approvals of subcontracts, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the subcontract to the satisfaction of the Authority, Authority shall have the absolute right to rescind his/her approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

19. CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him/her by subcontractors, suppliers and workers, and all claims lawfully made against him/her by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay such claims lawfully made against them.

CHAPTER 5 – MISCELLANEOUS

20. SUBMISSION TO JURISDICTION

The Contractor hereby irrevocably submits himself/herself to the jurisdiction of the Courts of the State of Connecticut in regard to any controversy arising out of, connected with, or in any way concerning the Proposal and this Contract. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Authority, either by registered or certified mail addressed to his/her office as provided for in the clause No. 22 hereof entitled "Service of Notices on the Contractor", by registered or certified mail addressed to any office actually maintained by the Contractor or by actual personal delivery to the Contractor if the Contractor by an individual, to any partner of the Contractor by a partnership or to an officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the matter otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

21. PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

22. INVALID CLAUSES

If any provision of this Contract shall be such to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect, provided such remainder would then be equitable to both parties.

23. NON-LIABILITY OF TWEED-NEW HAVEN AIRPORT AUTHORITY REPRESENTATIVES

Neither the Authority, nor any director, officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable to him/her under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

24. SERVICE OF NOTICE ON THE CONTRACTOR

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office or post office box, enclosed in a postpaid wrapper addressed to the Contractor at his/her office, or its delivery to his/her office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until notified otherwise, the Contractor's office will be that stated in his Proposal. Notices may also be served personally upon the Contractor; or if the Contractor be a partnership, upon any partner; or if a corporation, upon any officer, director, or managing or general agent.

25. MODIFICATION OF CONTRACT

No change in or modification, termination to discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his/her duly authorized representative, provided, however, that any change in or modification, termination or discharged of this Contract expressly provided for in this Contract shall be as so provided.

26. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

27. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Authority encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

28. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

29. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

30. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

31. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

32. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

33. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must

require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

34. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

35. RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit

Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

36. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CHAPTER 6 – RIGHTS & REMEDIES

37. BREACH OF CONTRACT

Any violation or breach of terms of this contract on the part of the Contractor or its 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 Authority will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which the Contractor must correct the breach. The Authority may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

38. TERMINATION FOR CONVENIENCE

The Authority may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Authority. Upon receipt of a written notice of termination, except as explicitly directed by the Authority, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Authority all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Authority to protect and preserve property and work related to this contract that the Authority will take possession.

The Authority agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

The Authority will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Authority's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

39. TERMINATION FOR CAUSE

The Authority may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Authority approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Authority will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Authority's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within the (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Authority, the Authority has authority to acquire equipment by other procurement action. The Contractor will be liable to the Authority for any excess costs the Authority incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Authority determines to be necessary to protect the Authority against loss because of Contractor default.

Authority will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Authority, acts of another Contractor in the performance of a contract with the Authority, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Authority determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Authority issued the termination for the convenience the Authority.

The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this contract.

40. NO ESTOPPEL OR WAIVER

The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, made or given by it, or any officer, agent or employee thereof, from showing at any time the true amount and character of Work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly made; and the Authority shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on his/her part to comply strictly with this Contract, any moneys which may be paid to him/her or for his/her account in excess of those to which he/she is lawfully entitled.

Neither the acceptance of the Work or any part thereof, nor any payment therefore, nor any order or certificate of any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance by the Authority of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by the Authority in his/her performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its directors, officers, agents or employees shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Authority may be entitled because of any breach thereof. No cancellation rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other subsequent breach.

41. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENT

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

42. PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.