



REQUEST FOR PROPOSALS:

**FULL SERVICE
FIXED BASE OPERATOR**

Solicitation Number: FY23-805-07

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

July 22, 2022

**REQUEST FOR PROPOSALS
FOR
FULL SERVICE FIXED BASE OPERATOR
MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NH**

Solicitation Number FY23-805-07

The City of Manchester, New Hampshire acting by and through its Department of Aviation (hereinafter called the “AIRPORT”), being the duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (or the “Manchester Airport”) located in the city of Manchester and town of Londonderry, New Hampshire hereby solicits proposals for Full Service Fixed Base Operator services and facilities (the “PROPOSAL”).

It is the intent of the AIRPORT to select a qualified fixed base operator who submits a PROPOSAL (“RESPONDENT”). The AIRPORT intends to award the successful RESPONDENT with a Ground Lease and Operating Agreement for a fixed term of forty (40) years. The AIRPORT reserves the right to reject any or all PROPOSALS and to waive any informality in the competitive process.

Title VI Solicitation Notice:

Manchester-Boston Regional Airport, 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 RESPONDENTS or offerors that it will affirmatively ensure that, in relation to any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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SECTION I – DESCRIPTION OF WORK

1.1 General Description of Responsibilities

The AIRPORT is seeking PROPOSALS from qualified fixed base operators (the “RESPONDENTS”) to provide Full Service Fixed Base Operator services and facilities at the Manchester Airport. The AIRPORT intends to select one (1) RESPONDENT that will enter into a Ground Lease and Operating Agreement (the “AGREEMENT”) with the AIRPORT (see **Appendix A**).

RESPONDENTS to this Request for Proposals (the “RFP”) should demonstrate excellence in guest service, revenue management and enhancement strategies, the marketing of various products, creation and implementation of effective maintenance policies and procedures, a commitment to reducing aviation’s carbon footprint, and technological innovation. The purpose of this RFP is to provide an opportunity for Fixed Base Operators to compete for various aviation services at the Airport. The AIRPORT will select one (1) qualified RESPONDENT to construct and operate a Full Service FBO facility. The contents of this RFP are provided as background and general information for RESPONDENTS and will become part of the RFP submittal and subsequent AGREEMENT with the successful RESPONDENT.

1.2 Airport Background

The Manchester Airport is located in southern New Hampshire about four (4) air miles south of downtown Manchester, New Hampshire, which is the largest city in northern New England. The Manchester Airport is classified in the National Plan of Integrated Airport Systems (the “NPIAS”) as a small-hub airport. The construction and operation of a second Fixed Base Operator at the Manchester Airport will a) support the AIRPORT’S mission and public policy objectives, b) enhance customer satisfaction, c) maximize revenue performance and d) improve the cost structure for the Manchester Airport and its users.

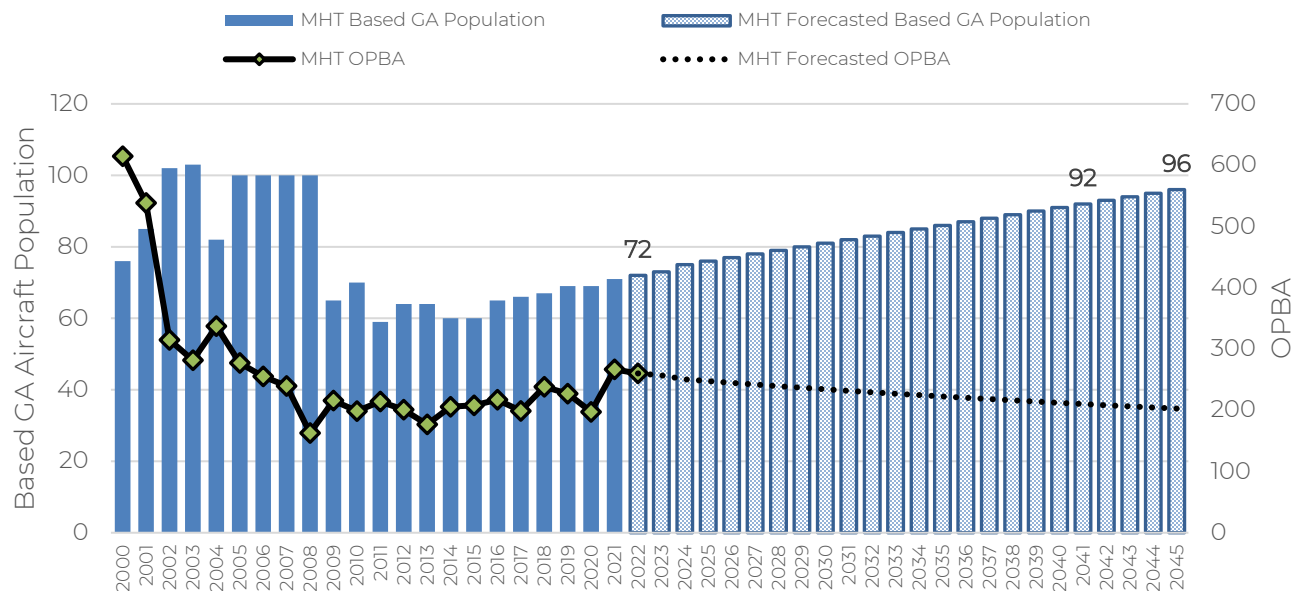
1.2.1 *Trends in Based General Aviation Aircraft and Operations Per Based Aircraft (OPBA)*

The published Federal Aviation Administration Terminal Area Forecast (the “FAA-TAF”) for general aviation activity at the Manchester Airport is presented in **Figure 1**. There are three distinct periods of general aviation activity at the Manchester Airport over the last 22-years, with each period representing an approximate seven-year business cycle: 2000-2008 (the “Period of Decline”); 2008-2015 (the “Period of Depressed Activity”); and 2016-2022 (the “Period of Growth”).

During the Period of Decline, the based aircraft population remained steady between 90 and 100 based aircraft, however, the OPBA decreased significantly, particularly after September 11, 2001. This decline continued through the early 2000s up to the “Great Recession” in 2008. During the Period of Depressed Activity, the Manchester Airport discovered a “new normal” in the post-recession economy. During this time frame, the based aircraft population held steady around 60 based aircraft and the OPBA leveled off at around 200 general aviation operations. Since the end of the Period of Depressed Activity, the Manchester Airport has experienced a growth in based aircraft population. During the Period of Growth, the Manchester Airport saw based general aviation aircraft increase from 65 to 71 aircraft (+9%) and the OPBA increase from 217 to 267 (+23%).

Compared to national trends, the trends in the based aircraft population and the OPBA contained in the FAA-TAF for the Manchester Airport is atypical. Nationally, there are

Figure 1:
Historical and Forecasted Based General Aviation Aircraft Population and Operations Per Based Aircraft ("OPBA")



two distinct business cycles: 2000-2007 (“National Period of Growth”) and 2007-2022 (“National Period of Stagnation”). From 2000-2007, the national based aircraft population grew from 179,000 to 198,000 aircraft while the national OPBA declined from 484 to 401. Since 2007, both the national based aircraft population and the national OPBA have remained relatively stable at approximately 170,000 based aircraft and an OPBA around 400.

Federally Forecasted Based GA Aircraft and Operations. The FAA-TAF includes a growth rate in the based aircraft population at the Manchester Airport that is greater than the nation (1.3% vs. 0.8%) for the period from 2023-2045. However, the FAA-TAF forecasts an OPBA at the Manchester Airport decreasing at a faster rate than the nation (-1.1% vs. -0.4%) for the same period. This combination of an increasing based aircraft population and a decreasing OPBA results in the total number of general aviation operations forecasted for the Manchester Airport remaining nearly flat at 0.2% over the period from 2023-2045.

Airport Reported Based Aircraft Population. However, the AIRPORT believes that the potential demand for based general aviation aircraft is greater than that contained in the FAA-TAF, particularly in the short-term. This belief is founded on three observations:

- a) As of June 30, 2022, the based aircraft population at the Manchester Airport totaled **92 aircraft**, comprised of 52 single-engine piston aircraft, 21 turbo-prop aircraft, 13 turbojet aircraft, 4 helicopters, and 2 multi-engine piston aircraft. It should be noted that this based aircraft population is 20 aircraft *above* the FAA-TAF forecast for 2022 and is equal to the FAA-TAF forecasted total for 2043. As such, the based general aviation aircraft population at the Manchester Airport is 19 years *ahead* of the FAA-TAF forecast.

Table 1
Based General Aviation Aircraft Population by Year:
2019 through 2022

<i>Aircraft Type</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>% Change 2019-2022</i>
Single-Engine Piston	51	52	54	52	1.96%
Multi-Engine Piston	2	2	2	2	0.00%
Turboprop	19	19	21	21	10.5%
Turbojet	13	13	12	13	0.00%
Helicopter	4	5	5	4	-20.0%
Total Based Aircraft	89	91	94	92	3.4%

NOTE:
1/ Based aircraft population as of July 1st of each year.

Source:
MHT Management Analysis

- b) The AIRPORT believes that the based aircraft population at the Manchester Airport has not been able to grow beyond 100 aircraft due to a lack of sheltered storage space. No new general aviation hangars or corporate hangars have been built at the Manchester Airport since 2018.
- c) The Manchester Airport has a waiting list for single-engine aircraft, multi-engine aircraft, and corporate jet aircraft. The increase in demand for storage is also being impacted due to a harmonization of aircraft registration rates between NH and MA that occurred in June of 2018.

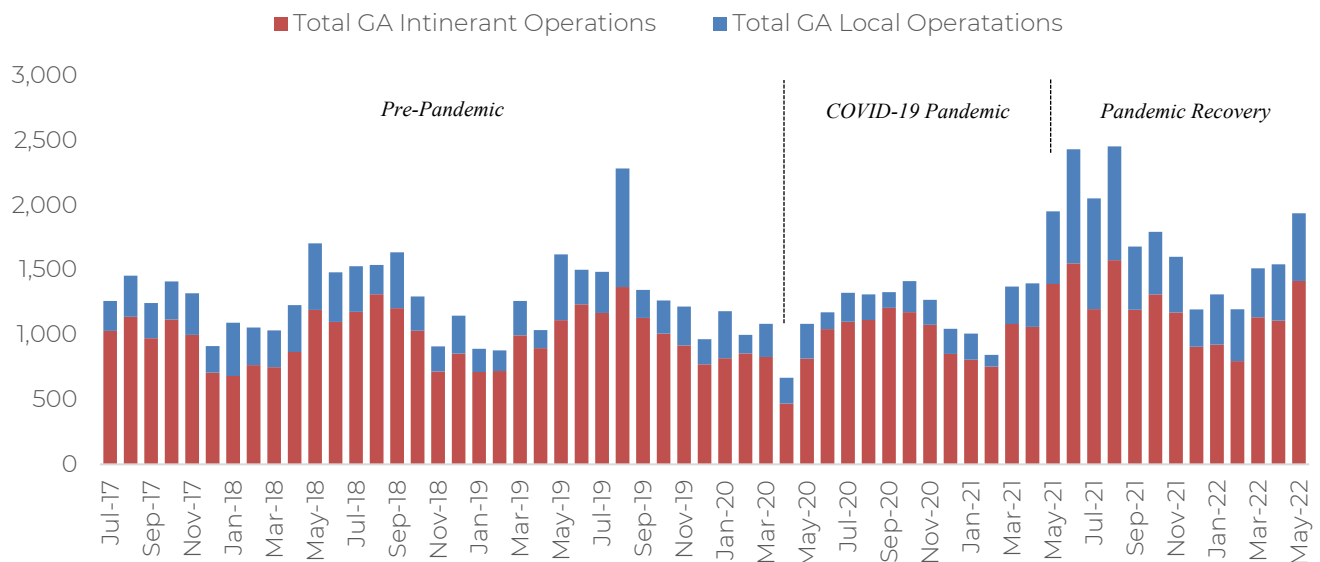
Applying the 1.3% annual growth rate contained in the FAA-TAF over the next 23-years would equate to an estimated based general aviation aircraft population of 124 aircraft.

1.2.2 General Aviation Operations: 2015-2021

General aviation operations, in general, have exhibited seasonality with low points of operations occurring in the winter months and peak periods occurring between March and October (see **Figure 2**). Over the past five years, general aviation *local* operations have averaged 336 monthly operations, with a median of 289 monthly operations, while general aviation *itinerant* operations have averaged 1,024 monthly operations, with a median of 1,044 monthly operations. Thus, approximately 78% of all general aviation operations at the Manchester Airport over the past five years have been itinerant in nature.

However, a broad five-year trend does not pick up micro-trends in general aviation operations resulting from the pandemic and the subsequent recovery. To understand how the pandemic has impacted general aviation operations at the Manchester Airport, the following discussion will present data for three distinct periods:

Figure 2:
General Aviation Itinerant and Local Operations by Month:
July 2017 through May 2022



- The “Pre-Pandemic Era” defined as the period from July 2017 through March 2020; and,
- The “Pandemic Era” defined as the period from April 2020 through April 2021; and
- The “Pandemic Recovery Era” defined as the period from May 2021 to present day.

During the Pre-Pandemic Era, the Manchester Airport averaged 1,282 total monthly general aviation operations (42.1 daily operations).¹ Total monthly general aviation operations decreased 8.5% during the Pandemic Era to an average of 1,173 monthly operations (38.6 daily operations). Since the Pandemic Recovery Era began in earnest in Summer 2021, the level of monthly total general aviation operations has rebounded quickly to 1,744 monthly operations (57.3 daily operations) which represents a 49% increase over the Pandemic Era level of operations and a 36% increase over the Pre-Pandemic Era level of operations.

Components of Change. The primary component of change is due to local general aviation activity. During the Pre-Pandemic Era, the Manchester Airport averaged 307 monthly local general aviation operations (10.1 daily operations), which decreased 33% to 206 local general aviation operations (6.7 daily operations) during the Pandemic Era. However, local general activity has demonstrated a high level of resiliency, with local general aviation operations increasing 161% since the Pandemic Era to an average monthly total of 538 operations (17.7 daily operations).

While local general aviation operations are the primary driver of recovery since the Pandemic Era, the Manchester Airport still enjoys a high level of itinerant general aviation operations. During the Pre-Pandemic Era, the Manchester Airport averaged 975 monthly itinerant general aviation operations (32.1 daily operations). Itinerant general aviation

¹ Daily operations determined by dividing by an average of 30.42 days per month (365 days/12 months = 30.4167)

Table 2
General Aviation Operations at Manchester-Boston Regional Airport by Type of Operation:
2015 through 2021

<i>Calendar Year</i>	<i>GA Itinerant Operations</i>	<i>GA Local Operations</i>	<i>GA Total Operations</i>	<i>YoY Variance</i>
2015	10,574	2,360	12,934	---
2016	11,857	2,590	14,447	11.7%
2017	10,397	2,772	13,169	-8.8%
2018	11,659	4,005	15,664	18.9%
2019	12,042	3,720	15,762	0.6%
2020	11,365	2,527	13,892	-11.9%
2021	14,012	5,783	19,795	42.5%
<i>7-year Total</i>	81,906	23,757	105,663	
<i>7-year CAGR</i>	4.8%	16.1%	7.4%	
<i>2015-2019 CAGR</i>	3.3%	12.0%	5.1%	

Sources:
FAA ASPM database
MHT Management Analysis

activity did not see as large of a decrease in monthly operations as did local general aviation operations thus indicating a stable base of itinerant demand at the Manchester Airport. During the Pandemic Era, itinerant general aviation activity decreased 0.8% to an average of 967 monthly operations (31.8 daily operations). While the demand for itinerant general aviation operations remained steady between the Pre-Pandemic Era and the Pandemic Era, the demand for itinerant general aviation operations has increased by 25% since the Pandemic Recovery Era began in May 2021. Since then, the Manchester Airport has had an average of 1,207 monthly general aviation itinerant operations (39.7 daily operations).

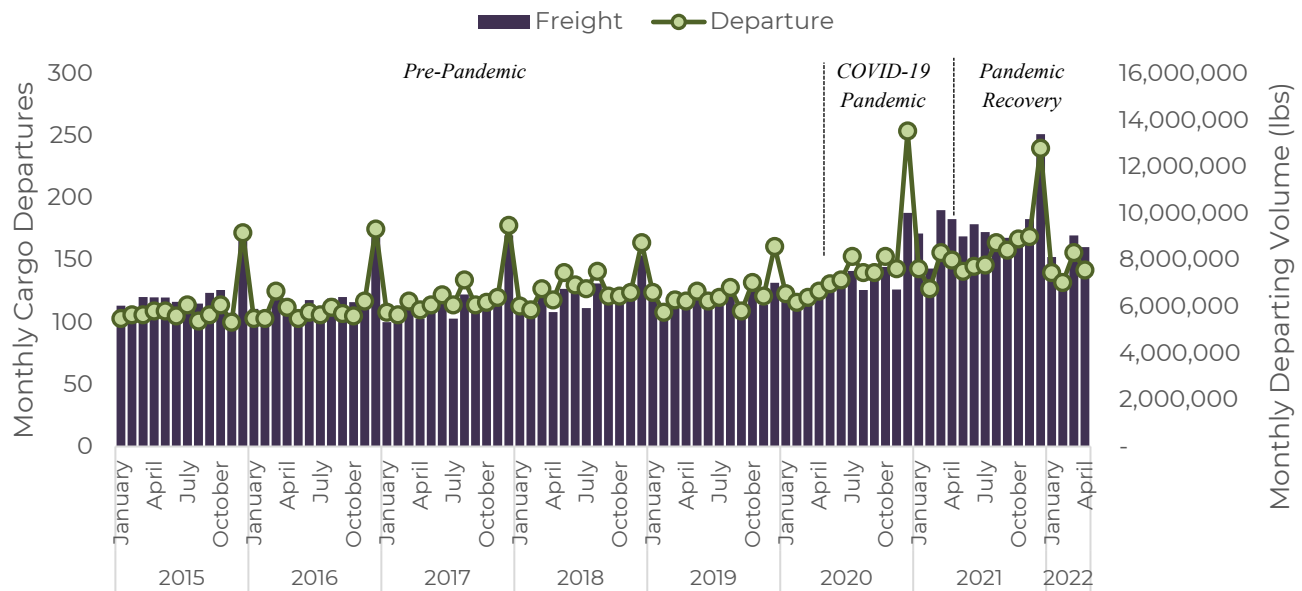
Conclusion. In conclusion, the level of general aviation activity at the Manchester Airport is increasing with more balance between local and itinerant activity than existed during the Pre-Pandemic Era. These trends indicate a stabilizing operating environment with a strong underlying demand for itinerant operations.

Table 2 summarizes yearly General Aviation operations by operation type from 2015 through 2021. This provides the RESPONDENT with a 5-year historic trend prior to the pandemic (2015-2019), during the pandemic impact (2020), and since the beginning of the pandemic recovery (2021).

1.2.3 *Cargo Carrier Activity and Fleet Mix: 2015-2021*

As of the publication date of this RFP, the Manchester Airport is served by two (2) integrated cargo airlines (FedEx and UPS) and one (1) Part 135 air cargo feeder airline (Wiggins Airways).

Figure 3:
Monthly Cargo Departures and Departing Cargo Volumes (lbs): January 2015 through May 2022



Cargo Operational Levels and Departing Volumes. Total cargo departures and departing volumes have increased since 2015 (see **Figure 3**). Peak periods of activity in cargo volumes and departures generally occur in October and again in December, with nearly 25% of annual departures and volume moving through the Manchester Airport in these two months alone. The absolute peak in cargo activity at the Manchester Airport occurs in December, with an average of 14% of departures and 13% of volume moved.

Like other operational segments at the Manchester Airport, the level of cargo operations changed during the pandemic. The shift to e-commerce by consumers positively impacted the level of cargo departures and the daily pounds of cargo departing from the Manchester Airport. Pre-pandemic, the market had an average of 3.9 daily cargo departures and 207,200 daily departing pounds of cargo. Both metrics grew by nearly 25% during the pandemic with average daily cargo departures increasing to 4.8 and daily departing pounds of cargo increasing to 255,700. This growth trend continued post-pandemic with average daily departures increasing to 5.1 (+6%) and daily departing pounds of cargo increasing to 299,500 (+17%). Both FedEx and UPS grew through the pandemic, with FedEx increasing from 1.5 to 1.8 daily departures and UPS increasing from 2.4 to 3.3 daily departures.

Cargo Aircraft Fleet Mix. Since 2015, the fleet mix of FedEx has remained steady, with over 90% of departures being operated on 767-300F aircraft and with peak seasons supplemented with 757-200F aircraft. The percentage of total operations being conducted on 767-300F has decreased since the end of the pandemic, even though FedEx increased departures. This is due to FedEx using a 757-200 aircraft between August and December 2021 to provide additional lift out of the market.

Similarly, UPS primarily serves the Manchester Airport with a combination of 767-300F and A300F aircraft. Since 2015, the fleet mix of UPS has remained consistent, with over 35% of departures being operated on A300-600F aircraft, 37% on 767-300F aircraft, and

28% on 757-200 aircraft. Peak seasons are supplemented with additional 767-300F aircraft.

FedEx provides FedEx feeder service using Cessna 208s. Wiggins Airways provides feeder service to UPS with a fleet of Beech 99 and EMB-110 aircraft.

Future Cargo Activity. The Manchester Airport is expecting the introduction of new all-cargo carrier(s) to provide service to the future subtenant at the new cargo facility currently under construction. As of the publication date of this RFP, it is the understanding of the AIRPORT that the subtenant will serve the market with 767-300F aircraft.

1.2.4 Commercial Air Carrier Fleet Mix and Activity: 2015-2021

Per Cirium data, the historical commercial air carrier operations at the Manchester Airport have decreased since 2015, as the Manchester Airport continued to leak demand to nearby competing airports (see **Figure 4**). Between 2015 and 2019, commercial air carrier departures decreased by 14% from 12,594 departures to 10,869 departures. Similarly, departing seats decreased by 13% from 1,215,464 to 1,059,807 indicating a mild level of up-gauging from 96.5 average seats per departure to 97.5 average seats per departure.

As of the publication date of this RFP, the airlines have scheduled 7,949 departures and 939,493 departing seats out of the Manchester Airport for calendar year 2022.

Pre-Pandemic Commercial Airline Fleet Mix. The fleet mix that served the Manchester Airport in calendar year 2019 (i.e., pre-pandemic) had 38% of scheduled departures conducted with narrow body aircraft and 62% of scheduled departures conducted with regional jets. During this timeframe, Large Regional Jets (defined as regional jets with seating greater than 50 seats) accounted for 64% of all regional jet departures and Small

Figure 4:
Commercial Air Carrier Departures and Departing Seats: 2015-2022

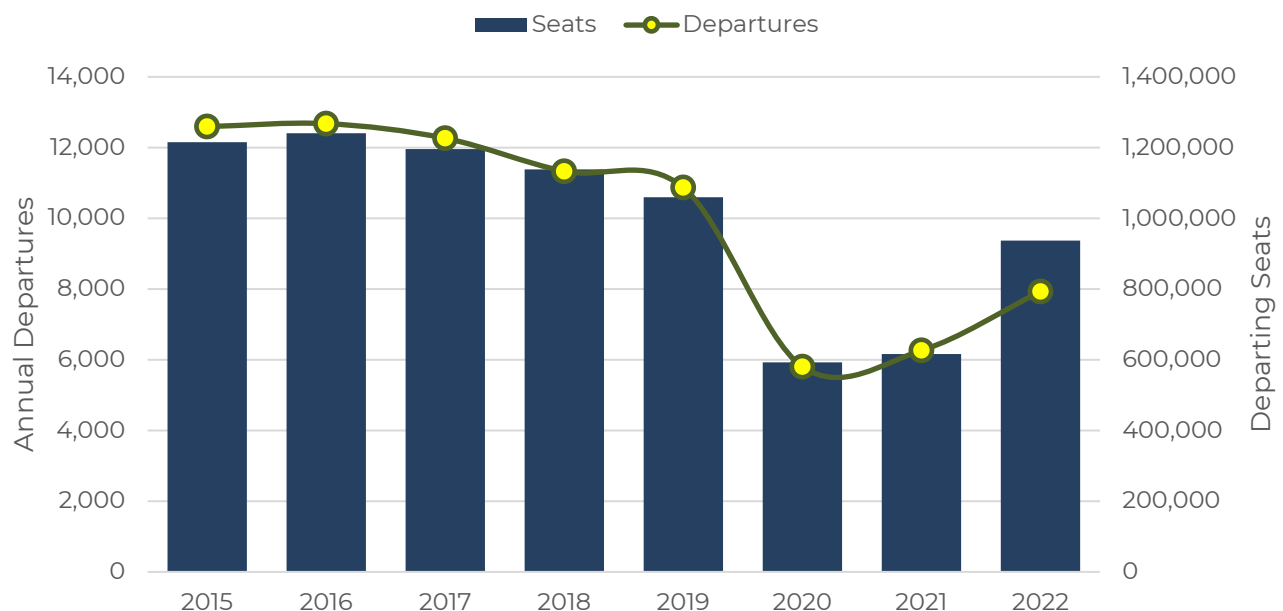


Figure 5:
Share of CY22 Departures by Major
Aircraft Family Types

■ A320 Family ■ B737 Family ■ CRJ Family ■ ERJ Family

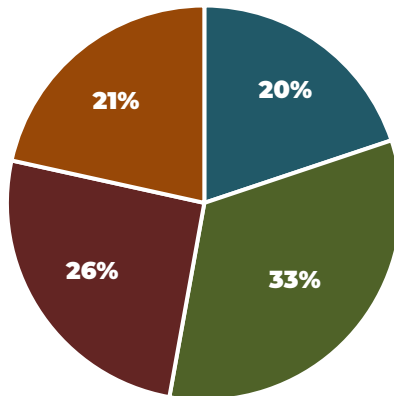
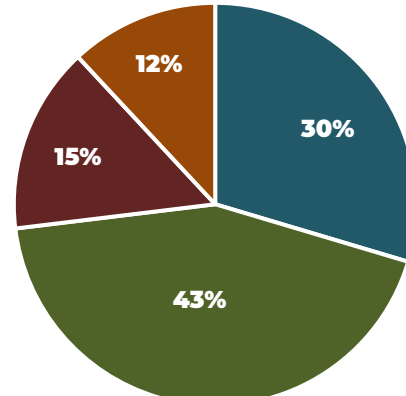


Figure 6:
Share of CY22 Departing Seats by
Major Aircraft Family Types

■ A320 Family ■ B737 Family ■ CRJ Family ■ ERJ Family



Regional Jets (defined as regional jets with fewer than 50 seats) accounted for 36% of all regional jet departures.

Pandemic Recovery Commercial Airline Fleet Mix. Since 2019, the fleet mix serving the Manchester Airport has changed in some significant ways, particularly in the post-pandemic marketplace. Commercial air carriers at the Manchester Airport operate a mixture of mainline narrowbody aircraft and regional jets. **Figure 5** and **Figure 6** summarize the calendar year 2022 fleet serving the Manchester Airport by (i) share of departures by aircraft family type, and (ii) share of departing seats by aircraft family type.² Generally narrow body aircraft represent 53% (versus 38% pre-pandemic) of departures with regional jets representing 47% of departures (versus 62% pre-pandemic). Large Regional Jets account for 78% of all regional jet departures with Small Regional Jets accounting for 22% of all regional jet departures.

As a result of these trends, the average gauge of aircraft operating out of the Manchester Airport has increased significantly in the Post-Pandemic Era moving from 97.5 average seats per departure to 118.2 average seats per departure (+21%). This is primarily being driven by the new service introduced by Spirit Airlines and the resulting competitive responses by American and United.

Air Service Development Efforts. Reversing the trend of reduced operations by commercial air carriers has been the focus of the AIRPORT for many years. Recently, the AIRPORT has undergone an extensive process of reducing airline operating costs in an effort to give the airlines an economic reason to be at the Manchester Airport. Prior to this effort, the airline operating costs at the Manchester Airport were the same as the costs at Boston-Logan and were more expensive than other competing airports in the region. Throughout the pandemic, the AIRPORT was successful in reducing airline operating costs by 25% through a combination of reducing operating and non-operating costs and increasing operating revenues. On the cost side of the ledger, the AIRPORT continued its historic focus on finding new ways to reduce operating costs, however, management also focused heavily on reducing non-operating costs associated with the overall debt structure.

² Source: Cirium (www.mi.diiio.net). Data pulled on 7/12/2022 and is current as of that date. RESPONDENTS should note that the fleet mix serving the Manchester Airport may change depending on market forces, workforce challenges, and macro-economic factors.

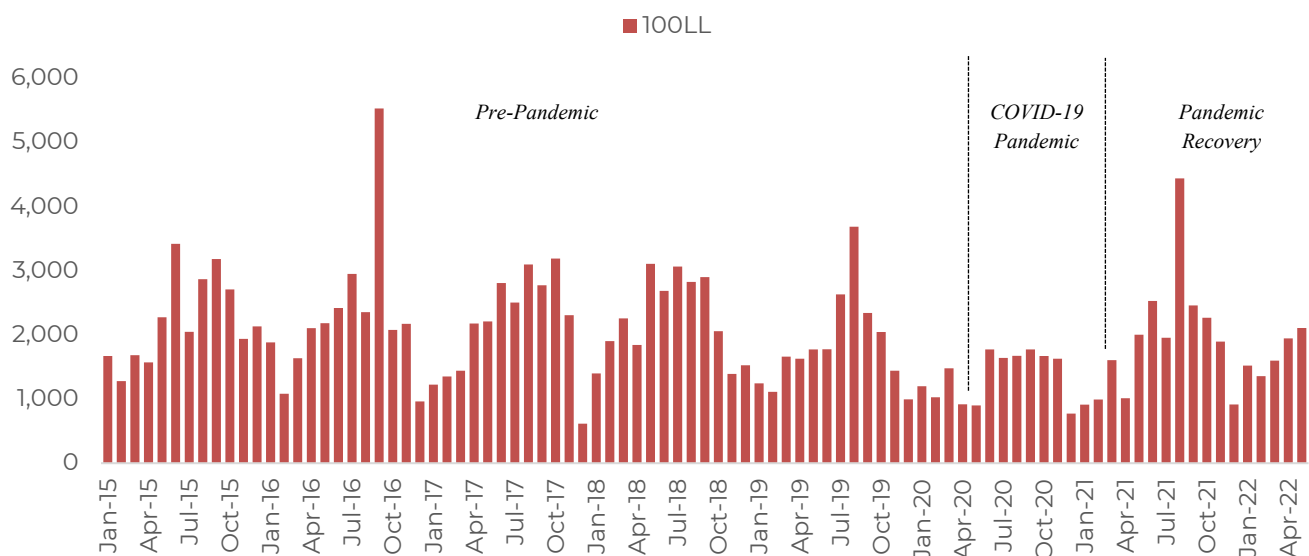
Through an advanced debt refunding that closed in March 2020, the AIRPORT was able to remove \$8,000,000 in annual debt service. On the revenue side, the AIRPORT has attracted additional cargo activity to the Manchester Airport, aggressively marketed vacant land for development, and focused on better utilization of existing fixed assets.

These efforts succeeded with the attraction of the first new air carrier at the Manchester Airport in over 17 years with the introduction of Spirit Airlines to the market in October 2021. The AIRPORT continues to aggressively market existing carriers and potential new carriers. The creation of the Air Service Support and Enhancement Team (the “ASSET”), which will be the voice of the business community, and the creation of the Air Service Incentive Plan (the “ASIP”) are new tools that the AIRPORT can market to the air carriers to further enhance the attractiveness of the market.

1.2.5 *Historical Fuel Activity: 100LL*

Currently, the Manchester Airport is serviced by a single FBO, who provides both 100LL to piston driven general aviation aircraft and JetA fuel to turboprops, turbojets, Part 135 cargo operators, and Part 121 commercial and cargo carriers. **Figure 7** summarizes the monthly gallons of 100LL sold at the Manchester Airport from January 2015 through May 2022. Since January 2015, the existing FBO at the Airport has averaged 1,988 gallons per month of 100LL; however, since June 2021 this activity has increased to 2,080 gallons per month. Pre-pandemic, the existing FBO averaged 2,107 gallons of 100LL per month which subsequently decreased during the pandemic to 1,328 gallons per month (a 37% decrease), corresponding to the decrease in general aviation operations. Fuel activity has increased in the post-pandemic era and closely aligns with the return in local general aviation operations, with monthly 100LL fuel averaging 2,074 gallons for a 56.2% increase; however, this remains 1.5% below pre-pandemic 100LL fuel levels.

Figure 7:
Monthly Gallons of 100LL Fuel Pumped by Current FBO: January 2015 through May 2022



1.2.6 *Historical Fuel Activity: Jet A*

JetA fueling activity is comprised of three different user groups: (i) cargo carriers (including UPS, FedEx, and Wiggins); (ii) commercial carriers (including Southwest Airlines, American Airlines, United Airlines, and Spirit Airlines); and (iii) FBO users, which includes based and transient general aviation turboprop and turbojet aircraft. Each of these user groups and their respective pre-pandemic, pandemic, and post-pandemic activity trends are discussed below.

Cargo Carrier – JetA. Cargo JetA activity has increased over the past seven years due to increasing cargo volumes moved through the Manchester Airport. The Manchester Airport has long been a Top 50 cargo airport in the United States and the third largest cargo airport in New England³. In 2020, the Manchester Airport eclipsed 200,000,000 annual pounds of enplaned and deplaned (i.e., total) cargo for the first time in its history. Future cargo demand at the Manchester Airport is forecasted to remain strong due to three overlapping trends:

- a) Shifting consumer trends toward e-commerce; and,
- b) Urban migration patterns into New Hampshire resulting in an increasing regional population and purchasing power; and,
- c) The favorable location of the Manchester Airport proximate to a major urban center that has constrained aviation facilities.

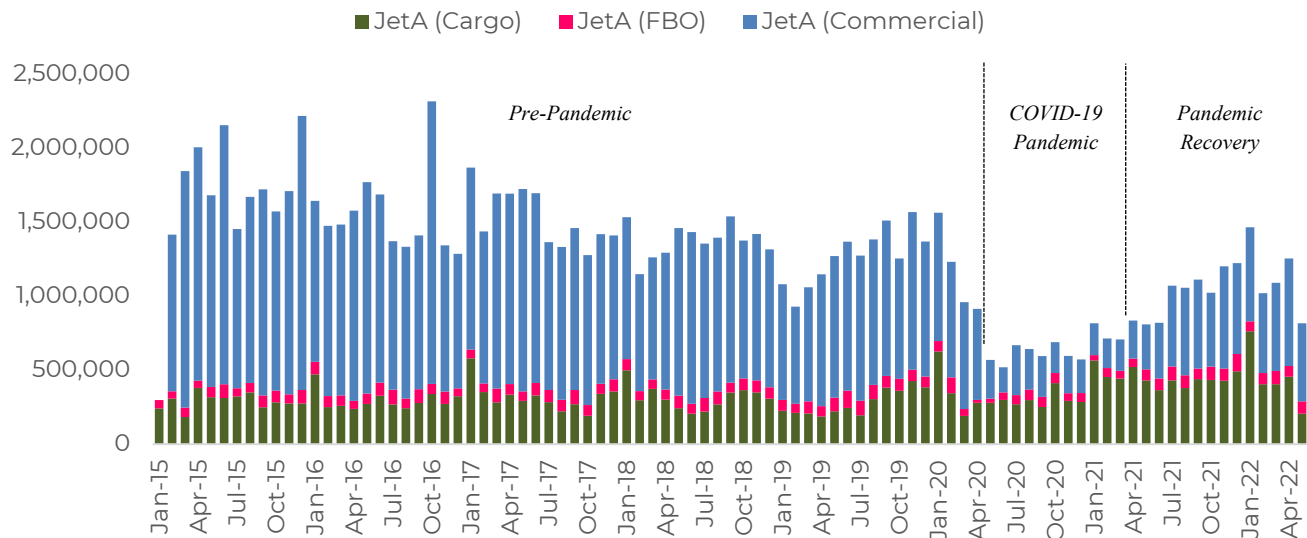
Pre-pandemic, the existing FBO pumped on a monthly average 304,000 gallons of JetA to cargo operators at the Manchester Airport with a median of 292,000 gallons. Unlike 100LL sales (and other JetA sales discussed below), the sale of cargo JetA *did not* exhibit a reduction during the pandemic, rather, gallons pumped *increased* 17.6% to a monthly average of 357,600 gallons, with a median of 298,000 gallons. This growth rate in JetA continued to increase post pandemic with a 21.2% increase to 433,200 monthly gallons, with a median of 430,200 gallons.

FBO Users – JetA. Pre-pandemic, the existing FBO pumped, on average 75,300 gallons of JetA for based and transient turbo-prop and turbo-jet aircraft, with a median of 74,900 gallons. During the pandemic, FBO JetA fueling activity decreased by 30% to a monthly average of 52,600 gallons and a median of 56,400 gallons. Post-pandemic, FBO JetA sales increased quickly to 83,300 monthly gallons with a median of 82,000 monthly gallons. This represented a 58% increase over pandemic-era monthly gallons of FBO JetA fuel and an overall 10.6% increase since January 2015.

Commercial Carriers – JetA. As can be seen in **Figure 8**, the trend in commercial air carrier JetA fuel purchases has decreased throughout the last five years. Leading into the pandemic, the Manchester Airport suffered a reduction in commercial air service. Coming out of the pandemic, the number of commercial airlines increased, with the introduction of Spirit Airlines to the market. As of the publication of this RFP, there are four (4) commercial carriers operating at the Manchester Airport: American Airlines, Southwest Airlines, Spirit Airlines, and United Airlines.

³ https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/

Figure 8:
Monthly Gallons of JetA Fuel Pumped by Current FBO by User Type:
January 2015 through May 2022



Southwest Airlines. Southwest Airlines is slowly increasing operations back to pre-pandemic levels at the Manchester Airport. The currently loaded schedule through December 2022 for Southwest shows an average daily operational level of 7.2 daily departures to four (4) cities: Baltimore (4.3 daily departures), Chicago-Midway (1.5 daily departures), Orlando (1.2 daily departures), and Tampa (0.2 daily departures). Fleet mix of operations include the 737-700W (60.0%), 737-800W (37.1%), and 737-800 MAX (2.8%).

American Airlines. American Airlines is taking an aggressive stance towards increasing operations at the Manchester Airport. The currently loaded schedule through December 2022 for American shows an average daily operational level of 9.3 daily departures to four (4) hub cities: Charlotte-Douglas (2.6 daily departures), Chicago-O'Hare (0.7 daily departures), Washington-Reagan (3.0 daily departures), and Philadelphia (3.0 daily departures). Fleet mix of operations include the CRJ-900 (31.2%), CRJ-700 (22.2%), Embraer 145 (18.3%), Embraer 175 (13.9%), Airbus A319 (10.4%) and Airbus A320 (1.7%).

United Airlines. United Airlines has rebuilt their service profile after a short-term suspension of service during the pandemic, albeit serving a different market than pre-pandemic. United's current schedule for calendar year 2022 for the Manchester Airport shows an average daily operational level of 2.1 daily departures to their Newark-Liberty hub. Fleet mix of operations include CRJ-550 (28.1%) and E-170/175 (71.5%)

Spirit Airlines. Spirit provides non-stop direct connectivity to five (5) destinations out of Manchester, three of which are seasonal routes and two of which are daily year-round service: Ft. Lauderdale (1.0x daily, year-round), Orlando (1.0x daily, year-round), Ft. Myers (0.6x daily, seasonal), Tampa (0.4x daily, seasonal), and Myrtle Beach (1.0x daily, seasonal). As of the date of the publication of this RFP, Spirit has loaded both Ft. Myers and Tampa with daily seasonal service beginning mid-November 2022 and continuing through the winter season. Thus, the Manchester Airport will have four (4) daily

departures on Spirit with service to Ft. Lauderdale, Orlando, Ft. Myers, and Tampa. Fleet mix of operations include the A319 (8.4%), A320ceo (49.5%), A320neo (13.3%), and the A321 (28.8%), with the A321 aircraft currently serving both the Orlando and Ft. Lauderdale markets.

1.2.7 *Historical Fuel Activity: Summary*

Table 3 below summarizes total fuel activity at the Manchester Airport by the existing FBO, with corresponding seven-year compounded annual growth rates (“CAGR”). 100LL activity has decreased by a CAGR of -2.5%, while JetA fuel pumped to FBO users and cargo airlines has increased by a CAGR of 7.5% and 1.8%, respectively. Commercial JetA fuel sales have decreased since 2015 commensurate with the decrease in operations by commercial air carriers at the Manchester Airport. However, since the introduction of Spirit Airlines, the average monthly commercial JetA fuel pumped has increased 8.0%. In fact, for January through May 2022, commercial JetA fuel activity is 255% greater than the same period in 2021 and is only 7% below the same period in 2019.

1.2.8 *Airport Catchment Area*

The Manchester Airport catchment area has experienced growth rates in population, per capita income, per capita disposable income, and gross regional product since 2010. In fact, the State of New Hampshire has the second-highest population growth rate (+3%) of any state in New England since the 2010 census. The region is characterized by a high level of educational attainment resulting in a discriminating passenger profile. Within 25-air miles of the Manchester Airport lies a population of 1.35 million persons with an average household income of \$81,750 and a total purchasing power over \$41.2 billion.

Table 3
Aviation Fuel Trends at Manchester-Boston Regional Airport by Type of Fuel:
2015 through 2021

Calendar Year	100LL (US Gallons)	Jet A (US Gallons)			Total Fuel (US Gallons)
		FBO	Cargo	Commercial	
2015	26,745	810,205	3,495,038	15,422,884 ^{1/}	19,754,872
2016	27,332	905,082	3,542,275	14,236,134	18,710,823
2017	25,680	907,549	3,833,038	13,619,205	18,385,472
2018	26,942	901,859	3,778,838	11,837,364	16,545,004
2019	22,319	996,621	3,351,715	10,854,160	15,224,814
2020	16,445	701,544	3,827,078	4,986,393	9,531,460
2021	22,964	900,243	5,380,676	5,101,303	11,405,660
7-year Total:	168,427	6,123,103	27,208,658	76,057,443	109,557,631
7-year CAGR:	-2.5%	7.5%	1.8%	-16.8%	-8.7%
2015-2019 CAGR:	-4.4%	5.3%	-1.0%	-8.4%	-6.3%

NOTE:

^{1/} January 2015 data is not included in the 2015 annual total.

Sources:

Signature Flight Support Monthly Activity Reports

MHT Management Analysis

The Southern New Hampshire region has a history of embracing innovation and is home to a growing bio-medical technology industry in the downtown mill yards of Manchester. Additionally, the state of New Hampshire is home to the highest concentration of tech-startups per capita in the nation. The continued growth– and potential converging of these economic sectors – is anticipated to have a positive impact on demand for aviation services provided at the Manchester Airport.

1.2.9 *Competitive Landscape*

There is currently one (1) full service FBO (Signature Flight Support) operating at the Manchester Airport. There are also several Specialized Aviation Service Operators (SASO's) operating on at the Manchester Airport that provide various specialized general aviation services, including aircraft maintenance, flight instruction, and cargo handling.

The 2003 Fuel Farm Ground Lease Agreement between the AIRPORT and Wiggins Airways, subsequently assigned to Signature Flight Support on December 4, 2014, requires the current full service FBO to provide access for “a future FBO or into-plane fueller” to the fuel farm in exchange for a fuel storage fee expressed as a storage fee cost per gallon. The storage cost per gallon is determined by the following formula: the numerator is equal to the then-unamortized cost of fuel farm investment plus that year's operating and maintenance expenses. The agreement is silent on how the denominator is determined. As of the publication date of this RFP, the AIRPORT does not have an established storage cost per gallon as the AIRPORT has never had a second FBO or into-plane fueller on the field.

1.3 **Minimum Qualifications**

To be considered for evaluation and selection, a RESPONDENT must meet the minimum qualifications set forth below. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of the PROPOSAL and RESPONDENT will be deemed non-responsive.

A RESPONDENT will be deemed to meet the minimum qualification upon submission of a fully executed and notarized *Certification of Minimum Qualifications* form found in **Appendix G** certifying that the RESPONDENT, or its principal owner or predecessor in interest, or, in the case of a joint venture, at least one joint venture partner with at least **40% interest** in the joint venture:

- 1) Has been in continuous existence as a fixed based operator business for at least the last five (5) years which is further defined as 60-consecutive months; and,
- 2) Has performed FBO services for at least five (5) airports having a based aircraft population of over 75 aircraft similar in mix to the types of aircraft based at the Manchester Airport; and,
- 3) Is licensed, or shall be licensed prior to entering into the AGREEMENT, to do business in the State of New Hampshire; and,
- 4) Has financing available to develop the required capital improvements contained in their PROPOSAL; and,
- 5) Has the financial resources to operate a FBO that meets the requirements of the *Minimum Standards for General Aviation Commercial Operator* (the “Minimum Standards”) and the *Rules and Regulations of the Airport* (the “Rules and Regulations”), both of which are attached hereto in **Appendix B**, and the Statement of Work contained in **Appendix E** to this RFP; and,

- 6) Is in good standing with the AIRPORT and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the RESPONDENT previously operated or currently operates, and not barred from providing FBO services by any governmental agency or airport.

1.4 Description of Leasehold

The AIRPORT intends to lease an area of approximately **8.75** acres of land (hereinafter referred to as the "Leasehold") which includes approximately **109,571** sq. ft. of potential ramp area. The description and location of the Leasehold can be found in **Appendix C**, which is attached hereto and incorporated herein. The Leasehold is bifurcated into a "Phase I Development Area" consisting of approximately **5.11 acres** (222,398 square-feet) and 69,359 square feet of ramp space, and a "Phase II Development Area" consisting of approximately **3.64 acres** (158,709 square-feet), with an additional 40,212 square foot apron area.

Phase I Development Area. The Phase I Development Area consists of an abandoned parking facility and is located between a future 64,000 square foot cargo building (currently under construction) and the Ammon Center which is a **42,359 square foot** two-story building that served the community as a terminal building from the 1960s through the 1990s. The Phase I Development Area is approximately 460-feet in width and 420-feet in depth. As shown in **Appendix C**, the site could accommodate a 400-foot x 200-foot hangar with a 59,484 square foot apron. RESPONDENTS should note that the developer of the adjacent cargo building currently under construction has a leasehold interest in land immediately south of the Phase I Development Area for a potential 36,000 square foot expansion to the 64,000 square foot cargo facility currently under construction.

Phase II Development Area. The Phase II Development Area includes the existing Ammon Center and associated 40,212 square foot apron. The total leasable area in the Ammon Center is **31,038 square feet**, comprised of 20,207 square feet on the first floor and an additional 10,831 square feet on the second floor. Over time, the Ammon Center has undergone several additions and renovations notably a two-story expansion to the north and south sides of the building and the removal of the original Air Traffic Control Tower at the Manchester Airport. The current floor layouts for the Ammon Center, as well as the approximate location and timing of various additions to the building, can be found in **Appendix C**.

AECOM, an internationally recognized engineering firm, recently completed a Facility Condition Assessment of the Ammon Center and concluded that the facility was in fair overall condition, with occupied areas generally in better repair than unoccupied areas. The assessment concluded that \$6,800,000 in capital investment is required to bring the entire Ammon Center back to market condition.

Apron Depth. The apron depths for both Phase I Development Area and Phase II Development Area presented in the Leasehold exhibit provide for a) an ADG-III taxilane and associated taxilane object free area (the "TLOFA") and b) by a 25-foot wide vehicle access road located between the ADG-III TLOFA and the FBO apron. These distances are measured from the existing taxilane centerline providing access to the Ammon Center. RESPONDENTS are free to propose additional apron depth provided that a full ADG-III TLOFA and a 25-foot vehicle access road is provided but RESPONDENTS should note that this would require relocation of the FAA Vault.

NEPA Study. As part of a National Environmental Policy Act of 1969 (the "NEPA") compliance effort undergone in relation to a prior application for a United States Economic Development

Administration (“US EDA”) federal grant to develop the Leasehold for a separate and distinct purpose than this procurement action, the AIRPORT conducted a high-level environmental review of the site (see **Appendix D**). This review included a State Historic Preservation Office (the “SHPO”) coordination which concluded that the Ammon Center is *not eligible for inclusion as a historic site*.

RESPONDENTS should note that the AIRPORT has not received any environmental approvals from the FAA for the Leasehold, but will submit information gathered as part of the federal grant effort to the FAA for review as soon as a successful RESPONDENT is identified.

Future of the Ammon Center. RESPONDENTS shall propose one of three options in their PROPOSAL as it relates to the Ammon Center:

- Option 1: A complete demolition of the Ammon Center which shall occur at the beginning of Contract Year 4; or,
- Option 2: A temporary preservation with a minimum investment of \$4,000,000 in refurbishment to occur in Contract Year 1, with a complete demolition of the Ammon Center to occur between the beginning of Contract Year 4 and the beginning of Contract Year 10; or,
- Option 3: A complete preservation of the current Ammon Center with a minimum of \$7,000,000 in refurbishment in Contract Year 1 and maintaining the Ammon Center through the term of the AGREEMENT;

all of which are subject to the requirements set forth in this RFP.

Should a RESPONDENT propose either Option 1 or Option 2 above, then that **RESPONDENT is hereby notified that some, or all, tenants in the Ammon Center will require relocation into a facility that provides similar leasehold area(s) with substantially similar access to the airfield and landside roadways as currently exists.** Current tenants in the Ammon Center and their leasehold interests are summarized in **Table 4**. To offset additional construction expenses associated with accommodating existing tenants and/or refurbishment costs, the AIRPORT is willing to assign all leases and associated revenues to the successful RESPONDENT. Current tenants are paying approximately \$14 per square foot for their leasehold. RESPONDENTS should note that any revenue collected by the successful RESPONDENT will be reported to the AIRPORT. Further, this revenue shall be included in the Gross Receipts and the agreed-upon revenue share provided to the AIRPORT.

1.5 Responsibilities of the Successful Respondent

The successful RESPONDENT’S responsibilities shall be in accordance with the *Minimum Standards* and the *Rules and Regulations* as well as the Statement of Work. The successful RESPONDENT shall be expected to construct new FBO facilities on the site depicted in the Leasehold exhibits found in **Appendix C**.

Facilities to be constructed must include, *at a minimum*, the following:

- 1) One aircraft storage and maintenance hangar of not less than 20,000 square feet; and,
- 2) An office or administration building of not less than 4,000 square feet adequate to accommodate an office, pilot lounge, telephone, and restroom facilities; and,
- 3) Paved apron area of not less than 25,000 square feet with access to aircraft hangars; and,
- 4) Permanent fuel storage for a minimum of 20,000 gallons for jet fuel and 10,000 gallons for aviation gasoline; and,

Table 4
Current Leaseholds with The Ammon Center as of July 2022

Suite	Status	Tenant Name	Leasable Area (sf)	Leased Area (sf)
First Floor				
101	Leased	National Flight Training LLC	2,029	2,029
102	Vacant	Vacant	6,477	0
103	Leased	National Flight Simulator, LLC	2,025	2,025
104	Leased	National Flight Simulator, LLC	1,899	1,899
106	Leased	Inland Technologies International, Ltd (Quantem)	7,777	7,777
<i>Total First Floor</i>			20,207	13,720
<i>Percent Leased</i>				68%
Second Floor				
200	Vacant	Vacant	90	0
201/202	Leased	National Flight Simulator, LLC	896	896
203	Vacant	Vacant	424	0
204	Vacant	Vacant	185	0
205	Leased	Health Market Connect, LLC	372	372
206	Vacant	Vacant	1,108	0
207	Leased	Starscendant Corp.	446	446
208	Vacant	Vacant	1567	0
211	Vacant	Vacant	1859	0
211A	Leased	Inland Technologies International, Ltd (Quantem)	991	991
212	Vacant	Vacant	634	0
213	Vacant	Vacant	369	0
214	Vacant	Vacant	203	0
215	Vacant	Vacant	213	0
216	Vacant	Vacant	292	0
217	Leased	Ammon Technology Services, LLC	549	549
218	Leased	John Romanowski & Associates, Inc.	505	505
219	Vacant	Vacant	128	
<i>Total Second Floor</i>			10,831	3,759
<i>Percent Leased</i>				35%
TOTAL AMMON CENTER			31,308	17,479
Percent Leased:				56%

Source:
1/ 2022 Facility Condition Assessment
2/ MHT Properties

- 5) Paved off-street parking outside the aircraft operating area, but within the Leasehold, for the minimum number of paved parking spaces required by the Manchester Airport, the City of Manchester, and/or the Town of Londonderry, whichever is applicable.

Services to be provided by the successful RESPONDENT for the operation of an FBO at the Manchester Airport, are set forth in the Minimum Standards. The Minimum Standards are not meant to be all-inclusive and are negotiable in terms of any *additional* services that RESPONDENT(S) may want to provide. The AIRPORT reserves the right to modify or amend the Minimum Standards, now or in the future, in the sole discretion of the AIRPORT. The successful RESPONDENT may wish to consider additional allocations of space in the FBO for such uses as Specialized Aviation Service Operators (SASO's), provisions for the accommodation of non-scheduled and charter flight operations, and other activities, as approved by the AIRPORT.

1.5.1 *Site Development*

The successful RESPONDENT is expected to include in their PROPOSAL all costs of construction, including, but not limited to: taxiways, aircraft apron, vehicle parking areas, roadway connections, utility connections, any other connections required to operate the facility, furniture, fixtures, and equipment; and all soft costs, including, but not limited to, program management, architectural, engineering, permitting, contractor overhead, and general conditions. A Preliminary Engineering Report is included in **Appendix F** that provides RESPONDENTS information on the current condition of pavement, location of utilities, and other pertinent site items.

1.5.2 *Fuel Service Vehicles*

Fuel servicing vehicles shall meet the requirements of the *Minimum Standards* and all applicable FAA Advisory Circulars.

1.5.3 *Airport Review of Plans*

In advance of any work performed, the successful RESPONDENT shall submit to the AIRPORT, and receive AIRPORT approval on all plans, specifications, shop drawings, or suitable sketches of the successful RESPONDENT'S planned Leasehold improvements.

1.5.4 *Ground Lease*

The ground lease rent amount is **\$0.45 per square foot per year**, with an escalation of 2% per annum and a right to reset rent, based on a market appraisal, every 5 contract years, with the next appraisal scheduled to be conducted in 2027. The first five years of annual rent shall be as provided in **Table 5**.

1.5.5 *No Rights of First Refusal*

First rights of refusal will not be granted to any portion of the Leasehold, as the successful RESPONDENT will assume the entire 8.75-acres of land in the Leasehold upon execution of the AGREEMENT.

1.5.6 *Property Taxes*

The successful RESPONDENT will be required to pay property taxes on all buildings and improvements. RESPONDENTS should note that the Leasehold straddles two different jurisdictions: the City of Manchester and the Town of Londonderry and that the boundary

Table 5
Rent Schedule for Contract Year 1 through Contract Year 5

Contract Year	Leasable Square Area (sf)	Rental Rate (psf/per year)	Annual Rent Due	Monthly Rent Due
1	381,150	\$0.4500	\$171,517.50	\$14,293.13
2	381,150	\$0.4590	\$174,947.85	\$14,578.99
3	381,150	\$0.4682	\$178,446.81	\$14,870.57
4	381,150	\$0.4775	\$182,015.74	\$15,167.98
5	381,150	\$0.4871	\$185,656.06	\$15,471.34

NOTES:

1/ Contract Year 1 is defined as the first 365 days from the Date of Beneficial Occupancy (the "DBO") of the capital improvements contained in the PROPOSAL.

2/ AIRPORT will require 1/12th of Contract Year 1 annual rental due as consideration for a License Agreement that will allow the successful RESPONDENT to conduct preliminary planning, engineering, and design tasks prior to execution of the AGREEMENT. This payment is non-refundable.

between the two jurisdictions is also the boundary between two counties in New Hampshire: Hillsborough County and Rockingham County.

1.5.7 Adherence to Local, State, and Federal Laws

The successful RESPONDENT will be subject to applicable local, state, and federal laws, rules, regulations, codes, ordinances, directives, and other similar regulatory measures, including, but not limited to, the *Rules and Regulations* pertaining to all activities contemplated by this RFP and the PROPOSAL.

1.6 Business Terms

1.6.1 Proposal Bond

At time of PROPOSAL submission, RESPONDENTS are required to provide the AIRPORT with a proposal bond in the amount of Fourteen Thousand Two Hundred Ninety-Three and 13/100 Dollars (\$14,293.13), which is equal to one month's ground rent of the Leasehold. The proposal bond shall be payable to the AIRPORT. The AIRPORT will hold the proposal bond until an AGREEMENT is executed with the successful RESPONDENT. Failure on the part of the successful RESPONDENT to enter good faith negotiations towards a final AGREEMENT with the AIRPORT within (30) days of the issuance of the Notice of Award shall result in forfeiture of REPSONDENT'S proposal bond as liquidated damages, in addition to and without limiting or waiving any other remedies available to the AIRPORT at law or in equity. Thereafter, the AIRPORT may award the AGREEMENT to another RESPONDENT. After an AGREEMENT has been executed with the successful RESPONDENT, proposal bonds will be returned to the RESPONDENTS not selected. The proposal bond for the successful RESPONDENT shall be applied to the first month's ground rent due under the AGREEMENT. Notification of a final agreement is anticipated to be completed within **thirty (30) days** of the issuance of the Notification of Award.

1.6.2 Payment to Airport

For the rights and privileges granted herein, the successful RESPONDENT shall agree to pay the following:

- 1) A fuel flowage fee comprised of:
 - a. 100LL sales; and
 - b. JetA sales to FBO customers; and,
 - c. JetA sales to cargo carriers.

- 2) A percentage of gross revenues generated from:
 - a. Landing fees for general aviation aircraft weighing greater than 12,500 pounds maximum takeoff weight; and,
 - b. Other commercial activities such as flight training, maintenance activities, parts, sales, rental cars, etc.
- 3) Ground rent as outlined in the AGREEMENT.

All of which shall be remitted to the AIRPORT monthly with supporting reports as requested by the AIRPORT.

The existing FBO pays the following fees to the AIRPORT:

- 1) A fuel flowage fee of \$0.05 per gallon of 100LL sold; and,
- 2) A fuel flowage fee of \$0.05 per gallon of Jet A sold to users of the FBO; and,
- 3) A fuel flowage fee of \$0.025 per gallon of Jet A sold for the use of cargo fueling; and,
- 4) A privilege fee of 2.5% of applicable gross receipts. "Gross Receipts" are further defined as total gross revenue except for the following: a) refunds and discounts to customers; b) sales, use, and excise taxes charged to customers; c) inter-departmental transfer of parts and components; d) proceeds from the sale of new and used engines and complete new or used avionics equipment; e) credits for loss or damage to merchandise; f) fuel sales; and g) cargo handling; and,
- 5) Ground rent as outlined in the AGREEMENT.

1.6.3 *Performance Bond*

RESPONDENTS shall provide the AIRPORT on or before the commencement date of the AGREEMENT with a performance bond, irrevocable letter of credit, or other similar security acceptable to the AIRPORT ("Performance Bond") in an amount equal to the estimate of six (6) months' rentals, fees, and charges payable by the successful RESPONDENT to guarantee the full and timely performance by the successful RESPONDENT of its obligations under the AGREEMENT. Such performance bond shall be in substantially the same form as presented in the AGREEMENT and issued by a corporate surety authorized and admitted to write surety bonds in the State of New Hampshire. The surety of the performance bond must be listed on a current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the United States Treasury list.

The successful RESPONDENT and the AIRPORT will meet annually 60-days prior to the close of the AIRPORT'S fiscal year to review activity levels at the Manchester Airport (i.e. based aircraft population, quantities of fuel sold, operations per based aircraft, etc.). The purpose of the meeting will be to determine the value of the Performance Bond for the subsequent fiscal year.

If the successful RESPONDENT fails to provide or maintain the performance bond in effect at any time during the term of the AGREEMENT, the successful RESPONDENT shall be deemed to be in default under the AGREEMENT and the AIRPORT may then terminate the AGREEMENT for cause.

1.6.4 *Binding Offer*

RESPONDENT'S PROPOSAL shall remain valid for a period of 90 days following the RFP submission deadline, as stated in **Section 3.2** of this RFP and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a PROPOSAL shall be taken as presumed evidence that the RESPONDENT has familiarized itself with the contents of this RFP.

1.6.5 *Compliance*

RESPONDENT shall comply with all local, state, and federal directives, orders, codes, rules, regulations, ordinances, laws, and other similar regulatory measures, as applicable to this RFP, the PROPOSAL, and subsequent AGREEMENT including, but not limited to, construction of all components of the proposed development.

1.6.6 *Non-Exclusivity*

The successful RESPONDENT understands and agrees that any resulting contractual relationship is non-exclusive, and the AIRPORT reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the AIRPORT.

1.6.7 *Collusion*

Any and all PROPOSALS may be rejected if there is reason for the AIRPORT, in the AIRPORT'S sole discretion, to believe that collusion exists among RESPONDENTS. No RESPONDENT party to such collusion will be considered in any future proposals for an operation at the Manchester Airport which may be issued within twelve (12) consecutive calendar months following the date of the PROPOSAL submission.

1.6.8 *Hold Harmless*

THE SUCCESSFUL RESPONDENT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE AIRPORT AND THE AIRPORT'S AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS RFP, THE PROPOSAL, AND/OR THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY (I) THE SUCCESSFUL RESPONDENT'S, AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; AND (II) CITY'S AND THE SUCCESSFUL RESPONDENT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE SUCCESSFUL RESPONDENT IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S AND THE SUCCESSFUL RESPONDENT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

THE SUCCESSFUL RESPONDENT SHALL REQUIRE ALL OF ITS SUBCONTRACTORS AND THIRD-TIER SUBCONTRACTORS TO RELEASE AND INDEMNIFY CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO CITY.

1.6.9 Governance

If any of the language or information in this RFP or any PROPOSAL submitted as part of this RFP conflicts with language in the AGREEMENT as prepared by the AIRPORT, the language of the final AGREEMENT, as executed, will govern.

1.6.10 Public Disclosure

All PROPOSALS and other materials or documents submitted by RESPONDENTS in response to this RFP will become the property of the AIRPORT. Furthermore, actions associated with this procurement are subject to public information laws under RSA 91-A.

1.7 Insurance Requirements

The AGREEMENT shall be subject to the successful RESPONDENT obtaining all insurance coverages required by the AGREEMENT. The cost of obtaining insurance coverage is the sole responsibility of the successful RESPONDENT. The successful RESPONDENT must obtain and submit to the AIRPORT'S Property and Contracts Office, within ten (10) calendar days from the date the Notice of Intent to Award is issued, proof of the following minimum amounts of insurance for the *design and construction* of Leasehold improvements on a standard ACORD form. Further, within 10-days of the Date of Beneficial Occupancy (the "DBO"), the successful RESPONDENT must obtain and submit to the AIRPORT'S Property and Contracts Office proof of the following minimum amounts of insurance for the *operation* of the FBO on a standard ACORD form. The insurance provided will include coverage for all parties employed by the successful RESPONDENT. At the discretion of the AIRPORT, all insurance limits may be re-evaluated and revised at any time during the term of the AGREEMENT.

The City of Manchester and the Manchester-Boston Regional Airport shall be named additional insureds on all policies, all of which must be primary and noncontributory with respect to these additional insureds. The AIRPORT shall enjoy the same coverage as the named insured without regard to other contract provisions.

Additional insurance requirements are further outlined in the AGREEMENT.

The successful RESPONDENT shall maintain in full effect the following aggregate limits per 12-month policy periods unless otherwise indicated:

INSURANCE TYPE	MINIMUM LIMIT REQUIRED
Insurance Requirements during Design and Construction of FBO:	
Builder's Risk	Amounts sufficient to cover all risks of loss for completed value of the project
Commercial General Liability	\$1,000,000 per occurrence \$6,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability	\$5,000,000
Workers' Compensation, including Employer's Liability	New Hampshire Statutory Requirements \$1,000,000 bodily injury per accident \$1,000,000 bodily injury by disease (each employee) \$1,000,000 bodily injury by disease (policy limit)
Automobile Liability	\$1,000,000
Insurance Requirements for Operation of FBO:	
Commercial General Liability	\$1,000,000 per occurrence \$6,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability	\$5,000,000
Workers' Compensation, including Employer's Liability	New Hampshire Statutory Requirements \$1,000,000 bodily injury per accident \$1,000,000 bodily injury by disease (each employee) \$1,000,000 bodily injury by disease (policy limit)
Automobile Liability	\$1,000,000
Hangar Keeper's and Property Damage Liability	\$100,000,000 per occurrence
Environmental Liability	\$5,000,000 per occurrence
Aircraft Liability	\$100,000,000 per occurrence

SECTION II – INSTRUCTIONS FOR PREPARATION OF PROPOSAL

RESPONDENTS are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. RESPONDENTS shall carefully review and address all the evaluation factors outlined in this RFP as well as any clarifying documents issued by the AIRPORT in response to questions received. To be considered, the RESPONDENT must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the staff and financial resources to build, operate, and manage a full service FBO with exceptional guest experience in full compliance with the *Minimum Standards and Rules and Regulations* of the AIRPORT.

2.1 Proposal Content and Organization

RESPONDENTS interested in providing the services as described in this RFP must include in their PROPOSALS the following information:

2.1.1 Letter of Submittal

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the RESPONDENT to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership that meets the requirement outlined in **Section 1.3**, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal shall include the following information about the RESPONDENT and any subcontractor(s):

- a) Name, address, principal place of business, telephone number, and email address of the legal entity or individual who will enter into the AGREEMENT; and,
- b) Legal status of the RESPONDENT (e.g. sole proprietorship, joint venture, partnership, corporation, etc.) and its state of incorporation; and,
- c) Identification of any current or former AIRPORT employees employed by the RESPONDENT or on the RESPONDENT'S governing board as of the date of the PROPOSAL or during the previous twelve (12) month period; and,
- d) Listing of any and all clients with whom the RESPONDENT had a contract or lease cancelled prior to the end of any fixed or optional term and the reason as to why such contract(s) was cancelled (i.e. default, for convenience, for cause, etc.); and,
- e) Acknowledgement that the RESPONDENT will comply with all terms and conditions set forth in this RFP and in the AGREEMENT.

FAILURE TO PROVIDE A SIGNED LETTER FROM A DULY AUTHORIZED REPRESENTATIVE WILL RESULT IN A NON-RESPONSIVE PROPOSAL.

2.1.2 Criterion 1: Financial Ability to Perform

In this section of the PROPOSAL, the RESPONDENT shall demonstrate their ability to perform the AGREEMENT supported by, at a minimum, the following information:

- a) Audited financial statements for the RESPONDENT'S two (2) most recent fiscal years, demonstrating its financial ability to successfully execute its PROPOSAL, including the required capital investment, and a statement of any significant financial events affecting the RESPONDENT occurring after the closing date of the most recent financial statement.
- b) A ten-year financial pro forma, beginning with proposed Contract Year 1, that incorporates the following:

- i. Anticipated itemized revenues from fuel sales, ground handling, and any other gross receipts from the operation of the FBO; and,
- ii. Anticipated itemized expenses, including, but not limited to, salaries and benefits, marketing, maintenance, insurance, technology and connectivity costs, administrative, and other operating expenses; and,
- iii. Anticipated debt service and other financing costs, including, but not limited to, the amortization of any cash capital contributions used to fund capital expenditures; and,
- iv. Anticipated payment to the AIRPORT of the Percentage of Annual Gross Receipts, using the percentages set out in **Section 1.6.2, Payment to the Airport**; and
- v. RESPONDENT'S anticipated annual EBITDA.

FAILURE TO PROVIDE AN AUDITED FINANCIAL STATEMENT AND THE 10-YEAR PRO-FORMA WILL RESULT IN A NON-RESPONSIVE PROPOSAL.

2.1.3 Criterion 2: Past Performance and Industry Experience

This section of the PROPOSAL shall demonstrate the RESPONDENT'S past performance and industry experience supported by, at a minimum, the following information:

- a) At least three (3) examples of other FBO locations that demonstrate the RESPONDENT'S experience managing and maintaining facilities like this opportunity. Each of these examples shall demonstrate the RESPONDENT'S ability to provide the following services for operators: fueling, lavatory service, towing services, air stairs, passenger handling, luggage handling, and ground power.
- b) Three (3) professional references, including name, title, phone number, and email address for each reference, from an airport authority or aviation governing body for whom the RESPONDENT has provided relevant services and who can act as sources of information relating to the RESPONDENT'S past performance.
- c) An organizational chart, identifying proposed key personnel and their associated qualifications. The organizational chart must include, at a minimum:
 - i. A full time FBO manager that has experience managing and maintaining at least one (1) FBO and at least five (5) years of FBO management experience at a location(s) like the one contemplated in this procurement effort; and,
 - ii. A sufficient number of fuelers to demonstrate that the FBO will have at least two (2) fuelers who will always be on duty, and the RESPONDENT'S proposed plan to ensure all fuelers will be fully trained, certified, and have successfully completed an approved safety course that complies with the Airport Certification Manual prior to the effective date of the AGREEMENT; and,
 - iii. A sufficient number of supervisors to demonstrate that the RESPONDENT will have at least one (1) supervisor on duty twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") to coordinate customer service, ramp assistance, and landing/parking fee collection; and,
 - iv. FAA Licensed Airframe and Powerplant Mechanics to demonstrate that the RESPONDENT will have at least one (1) FAA Licensed Airframe and Powerplant Mechanic available every day to respond to and be on site at the Manchester Airport within two (2) hours of a customer request or the

RESPONDENT'S proposed plan to subcontract with an operator authorized to provide this maintenance at the Manchester Airport.

Recognizing the low level of unemployment in the State of New Hampshire and national, regional, and local workforce shortages, RESPONDENTS are notified that the minimum hourly wage for hourly employees shall be **\$15.00 per hour**. While the City of Manchester does not have a living wage requirement, the \$15.00 per hour minimum hourly wage will place the RESPONDENT in a competitive position within the local marketplace.

2.1.4 *Criterion 3: Commitment to Innovation*

In this section of the PROPOSAL, RESPONDENTS shall discuss how they have embraced innovation in their FBOs, current innovations that the RESPONDENT has either deployed or is planning to deploy in the near future; and the RESPONDENT'S outlook on future innovations in the FBO and aviation industry.

2.1.5 *Criterion 4: Sustainability Plan*

This section of the PROPOSAL shall demonstrate the RESPONDENT'S commitment to sustainability, through a written plan that includes measurable goals and milestones and, at a minimum, includes the following information:

- a) Corporate Responsibility. A statement from the RESPONDENT outlining its commitment to corporate sustainability.
- b) Emissions Management. A plan demonstrating increasing utilization of electric or electric hybrid vehicles and ground support equipment over the term of the AGREEMENT and a description of planned management of overall greenhouse gas emissions from FBO operations, including the RESPONDENT'S plan to measure and manage such emissions over the term of the AGREEMENT.
- c) Water Use Efficiency. A plan demonstrating the RESPONDENT'S commitment to increasing water use efficiency over the term of the AGREEMENT.
- d) Energy Management. A plan demonstrating the RESPONDENT'S commitment to increasing energy conservation over the term of the AGREEMENT, including in the construction of energy efficient building systems. **NOTE: The RESPONDENT is cautioned to carefully consider the location of any proposed solar panels due to proximity of the Leasehold to the Air Traffic Control Tower at the Manchester Airport. Any proposed installation must be pre-approved by the AIRPORT.**
- e) Waste Management. A plan demonstrating the RESPONDENT'S commitment to minimizing the amount of its solid waste sent to landfills, including efforts to recycle, reduce, and reuse, as appropriate.

2.1.6 *Criterion 4: Operations and Management Plan*

In this section of the PROPOSAL, RESPONDENTS shall present a *detailed and comprehensive* plan to operate and manage the FBO. At a minimum, the components of the plan shall address the following:

- a) Aeronautical services offered; and,
- b) Other aeronautical support services the RESPONDENT plans to provide, subject to AIRPORT approval; and,
- c) The RESPONDENT'S ability to accommodate, at a minimum, the average annual number of general aviation operations historically served at the Manchester Airport within the last five (5) fiscal years, as shown in this RFP; and,
- d) RESPONDENT'S corporate equal employment opportunity policy that is compliant with Title VI; and,
- e) RESPONDENT'S training plans covering, at a minimum, the following topics: i) corporate safety policy, ii) corporate sexual harassment policy, iii) corporate drug free workplace policy, and iv) corporate violence in the workplace policy; and,
- f) RESPONDENT'S proposed local staffing structure that demonstrates coverage for a 24 x 7 x 365 FBO operation; and,
- g) An inventory of equipment to demonstrate the RESPONDENT has available, or is able to facilitate the provision of, the aircraft services equipment required to provide FBO services, as outlined in the Minimum Standards; and,
- h) RESPONDENT'S description of their approach to providing a world-class guest experience, inclusive of identification of core competencies the RESPONDENT seeks in an employee and the RESPONDENT'S philosophy in guest experience recovery. RESPONDENTS shall include in this section the metrics that the RESPONDENT uses to measure guest service and track the impact of various guest experience enhancements the RESPONDENT has implemented in other airports within RESPONDENT'S existing network, if applicable.

2.1.7 Criterion 5: Capital Investment

In this section of the PROPOSAL, the RESPONDENT shall describe their proposed capital investment to meet the requirements of this RFP, the AGREEMENT, and the Minimum Standards, the details of which shall address, at a minimum:

- a) Planned total spend of at least \$1,000,000 on investments or improvements related to new construction, renovation, or expansion projects, including for hangars, office space, ramp space, shops/storage buildings, roadways, parking lots, aircraft parking apron, or other common use areas, including the proposed schedule for the commencement of each construction or renovation project and a reasonable completion date for each project.
- b) Planned total spend of at least \$4,000,000 on investments or improvements to the Ammon Center as further described in **Section 1.4(b) or Section 1.4(c)** of this RFP, should the RESPONDENT'S capital plan include retention of the Ammon Center.
- c) Designs, renderings, and conceptual site plans of any facilities the RESPONDENT plans to construct, improve, or renovate at the Manchester Airport. At a minimum, renderings shall include:
 - a. Exterior oblique view from the landside towards the airside; and,
 - b. Exterior oblique view from the airside towards the landside; and,
 - c. Interior views of entry lobby(ies).
- d) Proposed construction schedule indicating key milestone dates and activities, critical path items, date of beneficial occupancy, and date of substantial completion.

While the AIRPORT does not have established design guidelines, it is the intent of the AIRPORT that the proposed development is consistent with the exterior look and feel of

the passenger terminal building and the new cargo development to present a cohesive campus feel to the terminal environment.

2.1.8 *Criterion 6: Percentage of Gross Receipts Payable to the Airport*

RESPONDENTS should identify the percentage of gross receipts they will pay to the AIRPORT for the first ten (10) years of operation. The proposed percentage of Gross Receipts can vary over the course of the first ten years (i.e. a lower rate in Year 1 increasing in Year 2, Year 3, and beyond) provided that *no reduction* in gross receipts payable to the AIRPORT occurs through the first 10 years (i.e. a lower rate in Year 1 increasing in Year 2 and decreasing in Year 3, etc.).

Regardless, the percentage of Gross Receipts shall not be lower than the percentage that the existing full service FBO is then providing to the AIRPORT (i.e. Year 1 has to be greater than or equal to the existing full service FBO percentage of gross receipts as presented in **Section 1.6.2**).

2.1.9 *Required Certifications*

This section of the PROPOSAL requires the RESPONDENT to incorporate signed and duly notarized copies of all certifications found in **Appendix G**.

PROPOSALS THAT DO NOT CONTAIN ALL SIGNED AND NOTARIZED CERTIFICATIONS WILL BE DEEMED NON-RESPONSIVE BY THE AIRPORT AND NO FURTHER CONSIDERATION WILL BE GIVEN.

2.2 Proposal Organization

The PROPOSAL shall be organized in sections consistent with Section 2.1.1 through 2.1.9 above. PROPOSALS are limited to **75-single sided** pages which should include the RESPONDENT'S complete and final answers to the specific sections herein.

Items **counting towards** the page limit include:

- Answers to Sections 2.1.2 through 2.1.8 above; and,
- Resumes of proposed site management team; and,
- Job descriptions of key management positions.

Items **not counting towards** the page limit include:

- Letter of Interest; and,
- Required DBE forms; and,
- Audited financials; and,
- Equipment specifications; and,
- Required certifications; and,
- Required corporate policies identified in Section 2.1.6 (d), (e), and (g).

RESPONDENTS shall provide all items not counting towards the page limit as appendices to their PROPOSAL. RESPONDENT shall include sequential pagination in the PROPOSALS identifying the pages being submitted as part of the page limit.

The RESPONDENT is free to use either 8.5"x11" or 11"x17" paper for their submission, understanding that the entire PROPOSAL shall use the same size paper (e.g. no z-folds or mixing of page sizes). Under no circumstances shall the paper size exceed 11"x17".

ANY PAGES BEYOND THE 75-PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 11"X17," WILL NOT BE CONSIDERED BY THE AIRPORT.

2.3 Submission Date and Procedures

Each RESPONDENT must submit one (1) hardcopy original of the PROPOSAL, clearly marked as "original", and **five (5) hard copies** of their PROPOSAL. In addition to the required hardcopies, RESPONDENTS are free to send an electronic .pdf version of their PROPOSAL to procurement@flymanchester.com, provided that the electronic file is: a) submitted on or before the submission deadline outlined below and b) the **EXACT SAME VERSION** as the hardcopy. The AIRPORT will use our email system time stamp as proof of meeting the submission deadline. Further, the AIRPORT will NOT ACCEPT any changes to PROPOSALS after the Submission Deadline is passed.

The envelope/package containing the original copy and hardcopies of the PROPOSALS shall be marked:

**"RFP FY23-805-07
"FULL SERVICE FIXED BASE OPERATOR"**

The RESPONDENT'S business name and return address shall be clearly stated on the envelope/package in which the PROPOSAL is contained.

PROPOSALS shall be delivered by **2:00 pm on August 30, 2022** (the "Submission Deadline"), to the offices of the Manchester-Boston Regional Airport and addressed to:

Ms. Cheryl Keefe
Properties and Contracts Coordinator
Manchester-Boston Regional Airport
1 Airport Road Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539
Email: procurement@flymanchester.com

PROPOSALS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DEADLINE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE AIRPORT, NO FURTHER CONSIDERATION WILL BE GIVEN AND SAID PROPOSAL WILL BE RETURNED TO THE APPLICABLE RESPONDENT UNOPENED.

2.4 Compliance with RFP

It is the responsibility of each RESPONDENT to carefully examine this RFP and to judge for itself all the circumstances and conditions which may affect their PROPOSAL and subsequent construction, operation, and management of the FBO pursuant to the AGREEMENT.

Any data furnished by the AIRPORT is for informational purposes only. RESPONDENT'S use of any such information shall be at RESPONDENT'S own risk.

Failure on the part of any RESPONDENT to examine, inspect, and to be completely knowledgeable of the terms and conditions of the AGREEMENT, operational conditions, or any other relevant documents or information shall not relieve the successful RESPONDENT from fully complying with the AGREEMENT, this RFP, or their PROPOSAL.

RESPONDENTS that submit PROPOSALS prior to the Submission Deadline established in **Section 2.3** may withdraw or modified their PROPOSAL prior to the Submission Deadline. Such requests to modify or withdraw PROPOSALS must be **made in writing** to the contact identified in **Section 4.2**. Any modifications to, or requests to withdraw, a PROPOSAL received after the Submission Deadline will not be considered.

2.5 Proposal Warranty

By submission of their PROPOSAL, the RESPONDENT warrants that (i) the PROPOSAL submitted is not made in the interest of, or on behalf of, any undisclosed party; (ii) the RESPONDENT has not, directly or indirectly, induced any other RESPONDENT to submit a false PROPOSAL; and (iii) RESPONDENT has not paid, or agreed to pay, any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered, or to be rendered, in attempting to procure the AGREEMENT for the privileges granted herein.

2.6 Proposal Opening

There will not be a public opening of PROPOSALS received under this procurement effort. PROPOSALS will be opened and evaluated after the Submission Deadline date and time indicated in **Section 2.3**.

2.7 Right to Request Supplemental Information

The AIRPORT reserves the right to request any supplementary information it deems necessary to evaluate the RESPONDENT(S).

SECTION III – SELECTION PROCESS

3.1 Selection Process

The AIRPORT intends to use a two-phase selection process. The first phase is the written technical PROPOSAL and the second phase will be interviews with a shortlist of RESPONDENTS (the “Interviews”). Should an insufficient number of PROPOSALS be received by the AIRPORT to develop a competitive shortlist of RESPONDENTS for the Interviews, then the AIRPORT reserves the right to reject all PROPOSALS received and reissue the RFP **or** to negotiate directly with the RESPONDENT(S) who submitted a PROPOSAL.

3.2 Tentative Solicitation Schedule

The following *tentative* schedule is provided as a general guide on timing for this solicitation. **This schedule is subject to change.** Notice of changes will be handled per the addendum process contained in **Section 4.4**.

Solicitation Step	Date
Pre-Proposal Meeting	August 8, 2022 at 10:00 A.M.
Deadline for Questions	August 16, 2022 at 2:00 P.M.
Deadline for Clarifications	August 23, 2022 at 5:00 P.M.
RFP Submission Deadline	August 30, 2022 at 2:00 P.M.
Evaluation Committee Meeting	September 9, 2022
Interviews Completed	September 23, 2022
Notification of Intent to Award	September 28, 2022
Operating Agreement Executed	November 2, 2022
Notice to Proceed	November 3, 2022

3.3 Preliminary Review

Upon receipt of PROPOSALS, the AIRPORT will conduct a preliminary review to assure that each PROPOSAL is generally responsive to the published criteria. PROPOSALS deemed non-responsive will be returned to the RESPONDENT with a brief explanation of the reason for the rejection.

3.4 Phase I: Formal Evaluation and Scoring

Following the preliminary review, an Evaluation Committee will convene to independently review and score each PROPOSAL based on the criterion listed in **Section 2.1**. A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible RESPONDENT(S) to perform the work contemplated under this procurement action.

The following criteria and scoring will be employed by the AIRPORT:

Criteria	Max Score
Financial Ability to Perform	20 points
Past Performance and Industry Experience	20 points
Commitment to Innovation	25 points
Sustainability Plan	25 points
Operations and Management Plan	30 points
Capital Investment	30 points
Percentage of Gross Receipts	50 points
TOTAL MAXIMUM SCORE	200 points

The maximum score per evaluator is **200 points**. RESPONDENTS should note that 25% of the total points available is included in the proposed percentage of gross receipts payable to the AIRPORT.

3.5 Phase I Tiebreaker

In the event of a tie between two or more RESPONDENTS, the RESPONDENT with the higher percentage of gross receipts payable to the AIRPORT contained in their PROPOSAL will be awarded the tiebreaker.

3.6 Phase I Shortlist Development

Notwithstanding the provisions of **Section 3.1** above, the AIRPORT may shortlist up to three (3) RESPONDENTS for Phase II of the selection process.

3.7 Phase II Interviews

Notwithstanding the provisions of **Section 3.1** above, the AIRPORT will interview up to three (3) RESPONDENTS based on their Phase I score. This is an opportunity for shortlisted RESPONDENTS to clarify their PROPOSALS and present any additional information that the shortlisted RESPONDENTS wish the Evaluation Committee to consider.

3.8 Final Selection

Upon completion of Phase II, written or verbal negotiations may be conducted with one or more RESPONDENTS to ensure the most advantageous revenue stream for the AIRPORT over the full contract term.

SECTION IV – GENERAL CONDITIONS

4.1 Airport Right to Reject and Waive Minor Irregularities

The AIRPORT reserves the right to reject all PROPOSALS or to re-advertise for additional PROPOSALS. The AIRPORT reserves the right to waive minor irregularities, in the AIRPORT'S sole discretion, pursuant to **Section 4.6**.

The selection shall be at the sole discretion of the AIRPORT. No RESPONDENT shall have any cause of action against the AIRPORT arising out of a failure by the AIRPORT to consider the qualifications of the RESPONDENT, or the methods by which the AIRPORT evaluated the PROPOSALS received.

4.2 Inquiries

Inquiries on all matters pertaining to this RFP or the process the AIRPORT is following should be made in writing and directed to:

Ms. Cheryl Keefe
Properties and Contracts Coordinator
Manchester-Boston Regional Airport
1 Airport Road, Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539
Email: procurement@flymanchester.com

4.3 Contact With Airport Staff

From the time of receipt or publication of this RFP, all parties who intend to submit a response directly or indirectly to the solicitation shall direct all contact with the AIRPORT to the point of contact listed in **Section 4.2 only**. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of this person, the AIRPORT point of contact will direct the question or comment to the appropriate person or authority.

Other than as permitted herein, RESPONDENTS to this RFP may not contact AIRPORT employees beyond the person identified in **Section 4.2**, any members of the Evaluation Committee, or those representing any AIRPORT interests in this solicitation for the purpose of discussing the same.

VIOLATION OF THIS PROVISION WILL RESULT IN REJECTION OF THE PROPOSAL AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.

4.4 Addendums and Clarifications

No interpretation of the meaning of any part of this RFP, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any RESPONDENT orally. All requests for written interpretations or corrections shall be submitted in writing only and addressed to the AIRPORT using the contact information in **Section 4.2** and submitted by the date listed as the "Deadline for Questions" in **Section 3.2**.

All such interpretations and supplemental instructions will be in the form of a written ADDENDUM to the RFP documents, which, if issued, will be posted on the AIRPORT website: www.flymanchester.com/doing-business-with-mht/procurement-opportunities/

Only the interpretations or corrections so given by the AIRPORT in writing will be binding, and prospective RESPONDENTS are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP.

It is the responsibility of the RESPONDENT to incorporate any addendum into their PROPOSAL and to acknowledge receipt of any addendums by signing the *Addendum Acknowledgement Form* which, if issued, will be posted on the AIRPORT'S website, and including the same in their PROPOSAL. If a RESPONDENT fails to acknowledge receipt of any such addendum through signing the *Addendum Acknowledgement Form*, their PROPOSAL will be construed as though all addendum have been received by said RESPONDENT and acknowledged thereby.

4.5 Additional Provisions

The AIRPORT reserves the right to add, delete, or revise any section of this RFP. The AIRPORT reserves the right 1) to accept the RESPONDENT(S) it deems most suitable and beneficial and 2) to reject any or all PROPOSALS received as part of this RFP. The AIRPORT also reserves the right to retain all copies of PROPOSALS submitted by RESPONDENTS.

4.6 Rejection of Irregular Proposals

The AIRPORT reserves the right to reject PROPOSALS that are considered irregular in the sole discretion of the AIRPORT. PROPOSALS will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, or other irregularities of any kind. The AIRPORT reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any RESPONDENT.

4.7 Cost

RESPONDENTS are responsible for all costs associated with their PROPOSAL including, but not limited to, the creation of the PROPOSAL and, should the RESPONDENT be shortlisted, any associated costs for subsequent steps in the procurement process. The AIRPORT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the RESPONDENT at no cost to the AIRPORT.

4.8 Contract Agreement

The AIRPORT intends to enter into an AGREEMENT with one RESPONDENT for a forty (40) year fixed term. A sample agreement is provided in **Appendix A** to this RFP. The AIRPORT is open to reasonable changes to the AGREEMENT, provided that such changes do not substantially alter the terms of the sample provided herein.

NOTE: BY SUBMITTING A PROPOSAL, THE RESPONDENT ACKNOWLEDGES AGREEMENT WITH ITEMS THAT ARE CAPITALIZED AND/OR IN BOLD FONT IN THE SAMPLE AGREEMENT. RESPONDENTS ARE HEREBY NOTIFIED THAT THESE ITEMS ARE NON-NEGOTIABLE AND FAILURE OF THE RESPONDENT TO ACCEPT THESE TERMS WILL RESULT IN NO FUTURE CONSIDERATION OF THE RESPONDENT'S PROPOSAL.

4.9 Non-Discrimination Provisions

The RESPONDENT agrees to comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964, as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The RESPONDENT specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

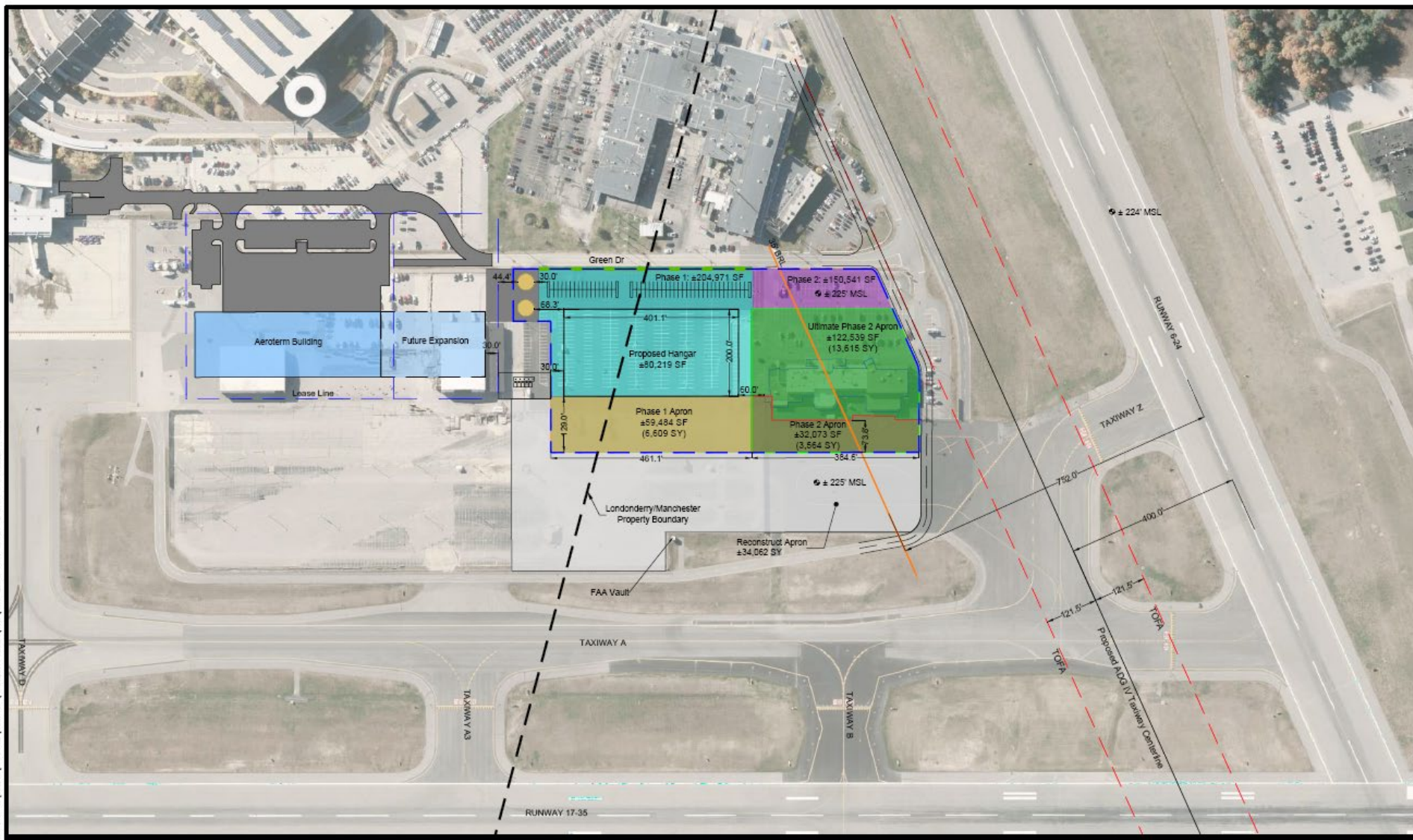
APPENDIX A: FBO GROUND LEASE AND OPERATING AGREEMENT

TO BE PROVIDED AS AN ADDENDUM

APPENDIX B: MINIMUM STANDARDS AND RULES AND REGULATIONS

APPENDIX C – LEASEHOLD

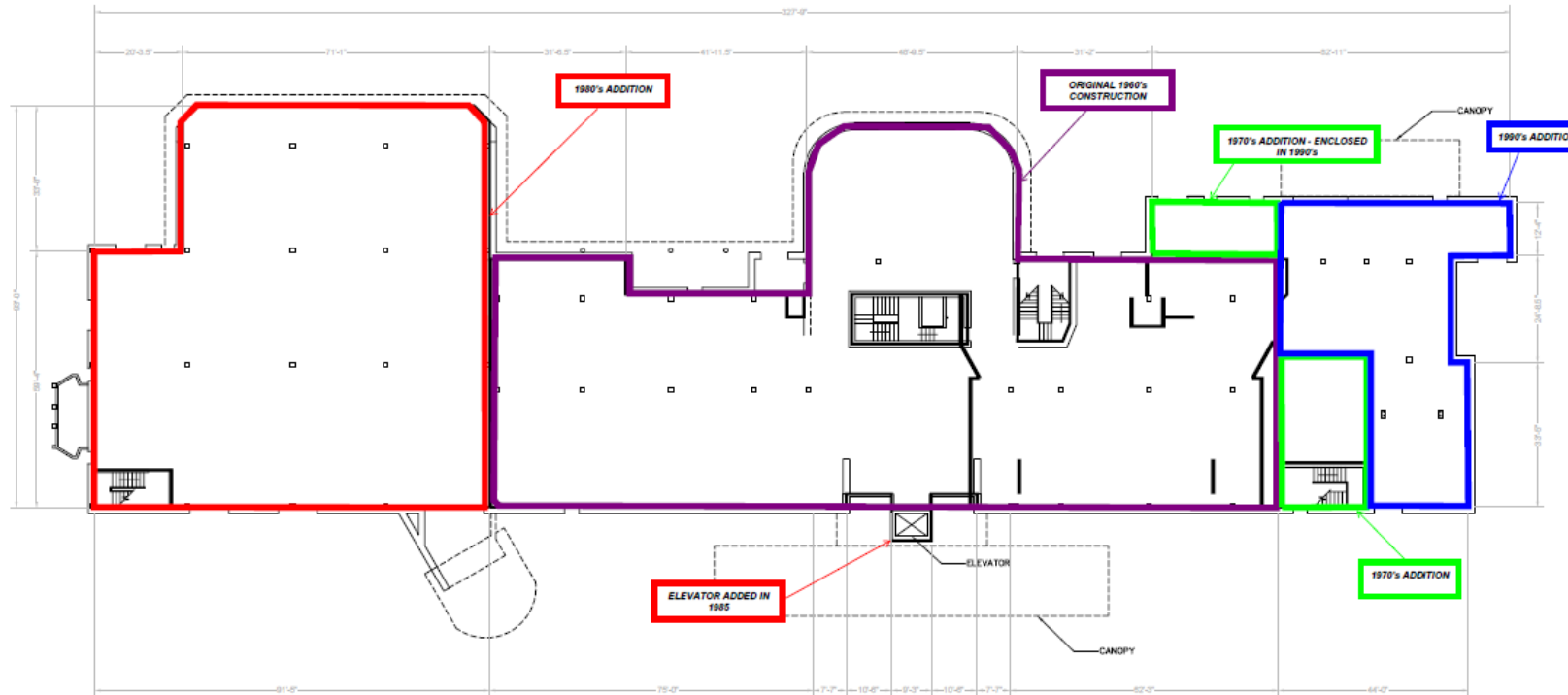
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**AECOM**

First Floor Periods of Modifications to Original Construction

ANSI 0 22 134" Approved 2010 Checked 2010 Designer JES Project Management 3/14/14

11/11/14 8:00 PM PROJECT 01/14/14 SECTION 01/14/14 REGIONAL AIRPORT T3/04/14 AMMON CENTER - STRUCTURAL FIRST FLOOR LAYOUT



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0 16 32 48'
APPROXIMATE SCALE: 1/16"=1'

AECOM

PROJECT
MTH AMMON CENTER

175 AMMON DRIVE

CLIENT
MANCHESTER-BOSTON
REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

CONSULTANT
AECOM
825 WEST RIDGE PARK, SUITE E-100
CONSHOHOCKEN, PA 19028
610.852.3500 fax 610.852.3501 fax
www.aecom.com

REGISTRATION

IS	SUB	REVISION

PROJECT NUMBER
60638480

SHEET TITLE
FIRST FLOOR STRUCTURAL LAYOUT

SHEET NUMBER
02

Second Floor Periods of Modifications to Original Construction

ANSI D 22.3-04

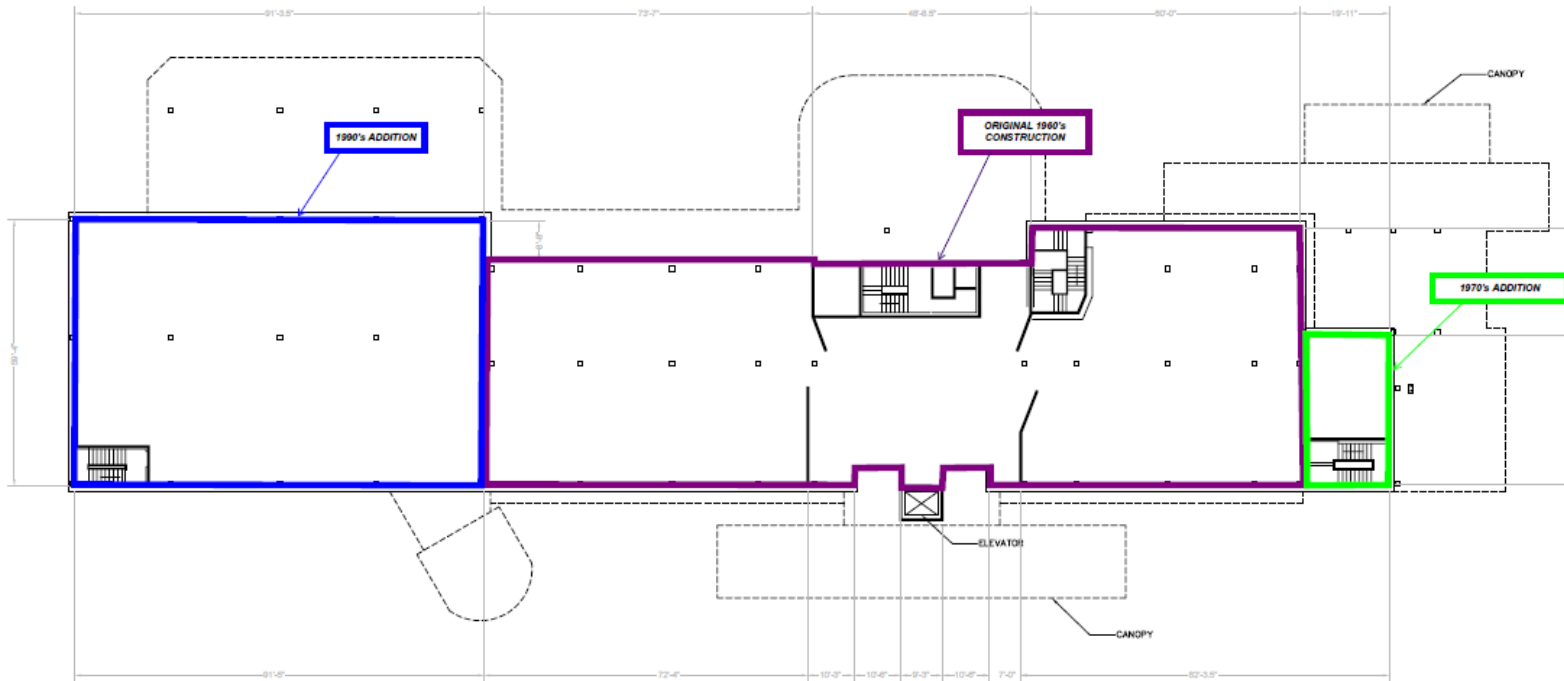
Approved

Checked

Designed

Project Management

Revised: 8/PROJECT 00/NA/SECTION/MA/CH/ESTER/AMMON REGIONAL AIRPORT/AMMON CENTER/AMMON CENTER - STRUCTURAL SECOND FLOOR LAYOUT



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AECOM

PROJECT
MTH AMMON CENTER

175 AMMON DRIVE

CLIENT
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CONSHOHOCKEN, PA 19028
610.852.3500 fax 610.852.3501 fax
www.aecom.com

REGISTRATION

ISSUE/REVISION		

PROJECT NUMBER
00638480

SHEET TITLE
SECOND FLOOR STRUCTURAL LAYOUT

SHEET NUMBER
03



First Floor Lavout

AECOM

PROJECT
MHT AMMON CENTER

175 AMMON DRIVE

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MANCHESTER-BOSTON
REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

CONSULTANT
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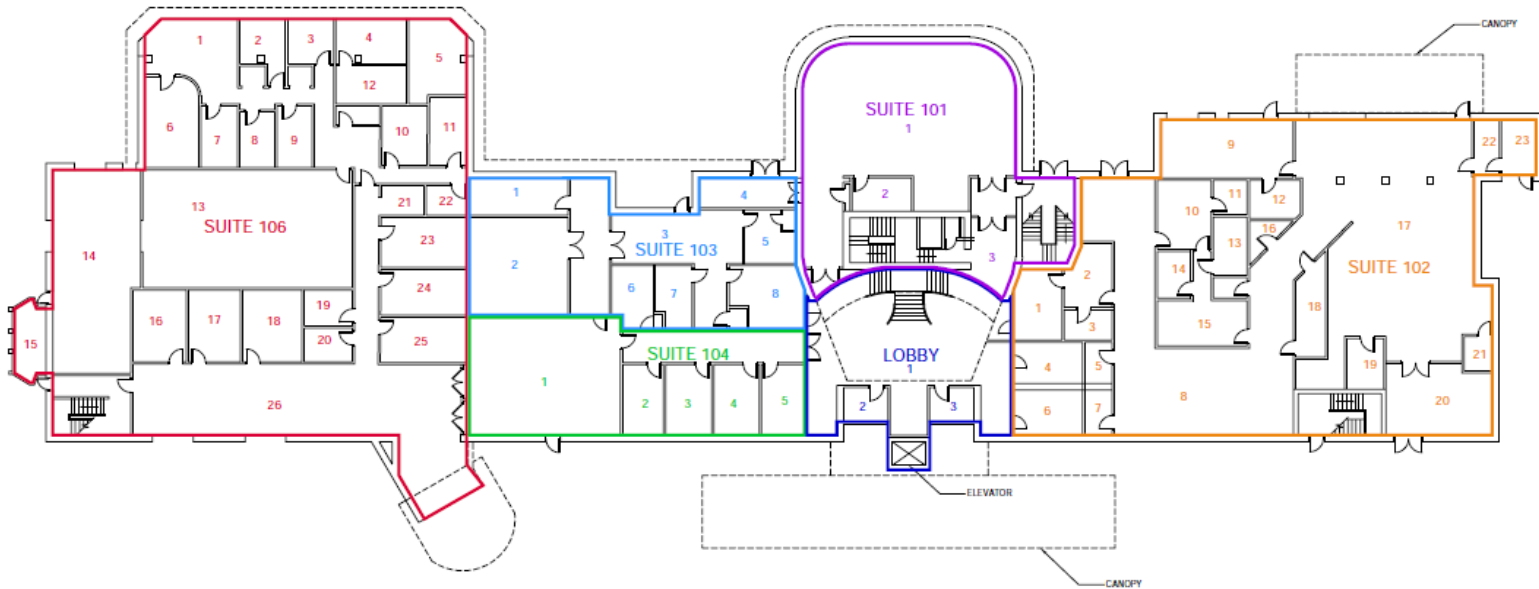
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ISSUE/REVISION		

PROJECT NUMBER
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SHEET TITLE
FIRST FLOOR LAYOUT

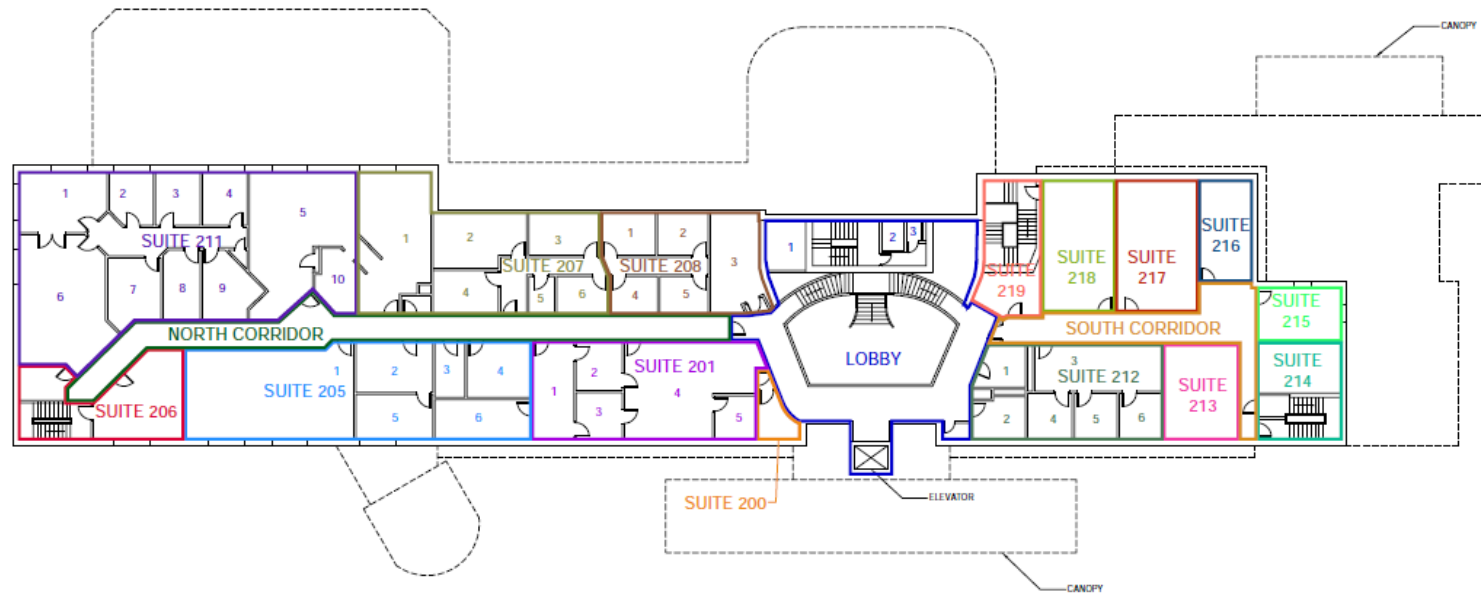
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02



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APPROXIMATE SCALE: 1/16"=1'

Second Floor Layout



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APPROXIMATE SCALE: 1/16"=1'

AECOM

PROJECT
MHT AMMON CENTER

175 AMMON DRIVE

CLIENT
MANCHESTER-BOSTON
REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

CONSULTANT
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825 WEST RIDGE PIKE, SUITE E-100
CONSHOHOCKEN, PA 19028
610.852.3500 IN 610.852.3501 FAX
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REGISTRATION

IS SHEET/REVISION		
NO.	DATE	DESCRIPTION
1	01/01/01	ISSUED FOR PERMITTING
2	01/01/01	ISSUED FOR PERMITTING
3	01/01/01	ISSUED FOR PERMITTING
4	01/01/01	ISSUED FOR PERMITTING
5	01/01/01	ISSUED FOR PERMITTING
6	01/01/01	ISSUED FOR PERMITTING
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8	01/01/01	ISSUED FOR PERMITTING
9	01/01/01	ISSUED FOR PERMITTING
10	01/01/01	ISSUED FOR PERMITTING

PROJECT NUMBER
60638480

SHEET TITLE
SECOND FLOOR LAYOUT

SHEET NUMBER
03

APPENDIX D – NEPA REVIEW

APPENDIX E – STATEMENT OF WORK

STATEMENT OF WORK FOR FIXED BASE OPERATOR AT MANCHESTER-BOSTON REGIONAL AIRPORT

E.1 Leasehold

The successful RESPONDENT shall be assigned the land and facilities totaling approximately 369,496 square feet in “as is” condition for the successful RESPONDENT’S use in the operation of the FBO.⁴ The land and facilities assigned herein are as shown on **Appendix C** and collectively referred to as the “Leasehold.”

E.2 Rights and Obligations of the Successful Respondent

The AIRPORT grants to the successful RESPONDENT the right and privilege to occupy the Leasehold, together with the necessary rights of ingress thereto and egress therefrom. The successful RESPONDENT agrees to only use the Leasehold for the conduct of the rights expressly granted under the AGREEMENT, any other use shall require the prior written approval of the AIRPORT. At a minimum, the successful RESPONDENT shall meet the standards outlined in **Appendix B**, *Minimum Standards for General Aviation Commercial Operators* (the *Minimum Standards*) at Manchester-Boston Regional Airport to render services at the AIRPORT.

The successful RESPONDENT fees and charges shall be fair, equitable, and not unjustly discriminatory. The successful RESPONDENT shall furnish a schedule of all rates and charges to the AIRPORT upon request.

The successful RESPONDENT rights and obligations include the development and lease of Corporate Hangars and ancillary common use support facilities (i.e. aircraft tie-downs, publicly accessible lobby, etc.). Separate lease agreements between tenants of the Ammon Terminal and the AIRPORT will be assigned to the successful RESPONDENT upon the execution of the AGREEMENT.

E.3 Non-Exclusive Rights and Obligations

The rights and privileges granted under the AGREEMENT are nonexclusive. By entering into the AGREEMENT, the successful RESPONDENT acknowledges that the AIRPORT may enter into separate agreements for similar aeronautical support services on the Airport under similar terms, and that the AGREEMENT is, as of the effective date, for the management and operation of **one** FBO at the AIRPORT. The AIRPORT, at its sole discretion shall determine the number of FBO operations at the AIRPORT.

The successful RESPONDENT shall, in a fair, equal, and non-discriminatory manner, offer the services outlined in the *Minimum Standards for General Aviation Commercial Operators* to general aviation, military, and non-scheduled charter operators (“Operators”). The successful RESPONDENT shall provide services for Operators utilizing aircraft like those presented in this RFP. The successful RESPONDENT shall coordinate with the AIRPORT for aircraft serviced by the successful RESPONDENT which must be parked outside of the Leasehold.

In addition to providing the services outlined in the *Minimum Standards*, the successful RESPONDENT shall provide the following services:

⁴ RESPONDENTS are notified that the actual square footage will be determined by a professional land survey conducted by a NH licensed land surveyor on behalf of the successful RESPONDENT and that actual square footage leased may be different than that presented in this RFP. All attempts have been made to ensure the accuracy of the square footage presented, but no representations or warranties are provided.

E.3.1 Assistance to Disabled Aircraft. The successful RESPONDENT shall have the ability to remove disabled aircraft from all operational areas of the Airport within two (2) hours from the receipt of notice from the AIRPORT and approval of the Federal Aviation Administration (“FAA”) provided that the successful RESPONDENT may request and may be granted additional time for such removal in scenarios where the aircraft type or the disability is such as to require additional time for the removal. If the successful RESPONDENT fails to remove a disabled aircraft within two (2) hours from the receipt of notice from the AIRPORT and approval of the FAA, or by the time previously agreed to by the AIRPORT; the AIRPORT may assess liquidated damages as detailed in the AGREEMENT. The successful RESPONDENT shall maintain sufficient equipment as provided in the *Minimum Standards* to remove disabled aircraft, including at a minimum; facilities and equipment for removing all aircraft that are handled by the successful RESPONDENT. Additionally, the successful RESPONDENT shall keep staff on duty 24 hours a day, seven days a week, 52 weeks a year that are proficient in removing aircraft that frequently use the FBO.

E.3.2 Aircraft Maintenance. The successful RESPONDENT shall provide routine maintenance and repair of aircraft engines, airframe, aircraft accessories, electronic accessories, and avionics. The successful RESPONDENT shall employ or provide under contract, on a full-time basis, at least one FAA Licensed Airframe and Powerplant Mechanic. The successful RESPONDENT is authorized to sell parts to aircraft operators utilizing the Leasehold or the successful RESPONDENT’S services.

E.3.3 Ground Transportation. The successful RESPONDENT shall, as requested, provide courtesy ground transportation for its customers between publicly accessible points on the AIRPORT and the immediate surrounding areas, utilizing a suitably equipped fleet of vehicles. The successful RESPONDENT shall assist its customers in coordinating and arranging off-Airport ground transportation utilizing service providers authorized and permitted by the AIRPORT to conduct business on the AIRPORT, including chauffeured services, rental cars, and transportation network providers. The successful RESPONDENT shall record the number of trips by trip type (i.e. taxi, limo, hotel shuttle, Uber, Lyft, etc.) to the FBO and remit to the AIRPORT the ground transportation access fees in effect at the AIRPORT at that time.

E.3.4 Collection of Airport Fees. The successful RESPONDENT shall be an agent for the AIRPORT to monitor and record with its own personnel, all aircraft landings, and aircraft parking, on the Leasehold or any other apron areas mutually agreed upon between the successful RESPONDENT and the AIRPORT (i.e. for a temporary overflow aircraft parking area). The successful RESPONDENT agrees to collect such fees for aircraft utilizing the Leasehold and to remit 100% of the fees to the AIRPORT at the sole cost of the successful RESPONDENT.

E.3.5 Air to Ground Communications. The successful RESPONDENT shall maintain an air to ground radio communication service and its own frequency for customer service. The successful RESPONDENT shall maintain a Federal Communications Commission (“FCC”) license for its own frequency, and the successful RESPONDENT shall be responsible for the connection to the AIRPORT’S equipment and the successful RESPONDENT’S equipment.

E.3.6 Other Aeronautical Services. The successful RESPONDENT may provide other aeronautical support services as identified in its proposal and approved by the AIRPORT, including aircraft management, ground handling and fueling of non-signatory, non-scheduled air carriers. Prior to providing additional commercial support services, the successful RESPONDENT must provide a written request to the AIRPORT of the services to be provided and the date on which they will commence, pending the AIRPORT’S approval. The successful

RESPONDENT shall provide such notification continually throughout the Term of the AGREEMENT.

E.3.7 Commercial Use Space. The successful RESPONDENT may provide and charge fees for space within the Leasehold for commercial use provided, however, the successful RESPONDENT shall not conduct or permit others to conduct any commercial use from its Leasehold not specifically provided for in the AGREEMENT without the advance written approval of the AIRPORT. The AIRPORT reserves the right to prohibit any activity conducted from the Leasehold, other than the rights and services expressly granted and permitted herein.

In the event any question or dispute arises as to whether the successful RESPONDENT may offer any specific service or category of services on the Leasehold, the successful RESPONDENT may submit a request in writing to the Assistant Director of Properties and Contracts asking that the matter be reviewed. The AIRPORT will review the matter and issue a written decision within (10) business days and such determination shall be considered final in the matter. The successful RESPONDENT shall not offer the service or category of services during the time the AIRPORT is reviewing the matter without the express approval of the Assistant Director of Properties and Contracts. The successful RESPONDENT shall abide by and conform to the decision of the AIRPORT.

All rights and privileges not specifically granted to the successful RESPONDENT in the AGREEMENT shall be reserved to the AIRPORT.

E.3.8 Other Services Request by Airport. The AIRPORT may, from time to time during the term of the AGREEMENT, request the successful RESPONDENT to establish or perform additional services which are required or desired at the Airport and which will not adversely affect the economic viability of the successful RESPONDENT'S operation.

E.4 Exterior Signs

The successful RESPONDENT shall have the right to install and maintain appropriate graphics and identifying signs on the Leasehold, provided that the type, size, design, content, color, location, installation, and operation of such exterior graphics and signs shall be consistent with the surrounding campus. Prior to installation of any graphics or signs, the successful RESPONDENT shall obtain written approval of the AIRPORT. Such approval by the AIRPORT shall not be unreasonably withheld or delayed.

Upon notice from the AIRPORT, the successful RESPONDENT shall promptly and permanently remove any sign or other item on the Leasehold which the AIRPORT deems to be offensive to the public.

E.5 Prohibited Activities

The successful RESPONDENT shall not conduct, or permit the conduct, of the following business activities on or from the Leasehold:

- 1) Automobile parking services, except parking for the successful RESPONDENT customers and employees in areas designated for such by the AIRPORT; or,
- 2) Air freight services, except for a very limited small-package service which is incidental to air taxi and air charter operations. Under no circumstances shall the successful RESPONDENT or any of its subcontractors or customers engage in the consolidating of air freight on the Leasehold; or,
- 3) Scheduled Part 121 air carrier operations; or,

- 4) Provision of any for-hire ground transportation services, including taxicab, limousine, transportation network companies, and off-Airport shuttle services. The only exception to this is for those services arranged *in advance for the exclusive use* of General Aviation customers; or,
- 5) The sale or purchase of food and beverage services.

E.6 Subleasing

The successful RESPONDENT may not assign the right to conduct any of the activities listed in the *Minimum Standards*, nor may the successful RESPONDENT sublet space for the conduct of any other commercial activity on the Airport unless:

- 1) The assignee or sublessee is competent, in the reasonable judgment of the AIRPORT to provide the proposed service with a high degree of skill and competence; and,
- 2) The assignment or sublease is, in the sole judgment of the AIRPORT, in the best interests of the AIRPORT; and,
- 3) The assignment or sublease contains the following provision:

“This Agreement and all rights, privileges, and obligations hereunder shall be terminated upon the termination of the Agreement between the [name of the sublessee or assignee] and [name of the successful RESPONDENT]”; and,

- 4) The AIRPORT has provided its prior written approval of the assignment or sublease.

Any attempted assignment or sublease by successful RESPONDENT which does not comply fully with the above requirements shall be void and of no effect. Assignments and subleases which comply with the above requirements shall not relieve successful RESPONDENT of any obligation or liability hereunder.

E.7 Definition of General Aviation Operations

General Aviation Operations include:

- 1) Any operations utilizing privately-owned or corporately-owned aircraft not engaged in the common carriage of passengers, cargo, or freight; or,
- 2) Aircraft of non-scheduled air taxi, airline, and charter operators; or,
- 3) Aircraft owned by the United States, foreign military, or any governmental entity that are not authorized by the AIRPORT to provide their own personnel and facilities for fueling and handling services;
- 4) Any other operations that may be mutually agreed upon, in writing, by the AIRPORT and the successful RESPONDENT.

E.8 Operations, Security, and Safety Requirements

The rights and privileges granted under the AGREEMENT are contingent upon the successful RESPONDENT operating a FBO that is in compliance with all local, state, and federal rules, regulations and orders. By entering into the AGREEMENT, the successful RESPONDENT acknowledges that they will meet or exceed the following:

E.8.1 Personnel. The successful RESPONDENT shall provide personnel in sufficient number and with such qualifications necessary to efficiently serve the public. The successful RESPONDENT shall be responsible for its employees. The AIRPORT will not supervise the successful RESPONDENT’S employees, either directly or indirectly.

E.8.2 Training. Training records of personnel shall be available to the AIRPORT and the Federal Aviation Administration for review and inspection upon request. Personnel shall be trained to be familiar with the successful RESPONDENT business so as to be courteous, informative, and remain in compliance with all local, state, and federal rules, regulations, and orders while remaining helpful to the public.

E.8.3 Investigation. The successful RESPONDENT shall fully cooperate with any Airport, local, state, or federal investigation including but not limited to any investigation of successful RESPONDENT employees, agents, visitors, and assigns.

E.8.4 Security and Safety Requirements. The successful RESPONDENT shall abide by all airfield and other security related requirements established by the Transportation Security Administration (“TSA”) and/or the AIRPORT which apply to the successful RESPONDENT and its employees, service personnel, guests, visitors, successful RESPONDENTS, patrons, and invitees. The AIRPORT is required by Transportation Security Regulations, 49 CFR Parts 1540 and 1542, to adopt and put into use facilities and procedures to prevent and deter persons and vehicles from unauthorized access to the Air Operations Area (“AOA”). In accordance with the foregoing, the AIRPORT has developed security requirements for the Airport, and the operations of the successful RESPONDENT at the Airport shall not conflict with the security standards set forth in said requirements. The successful RESPONDENT shall request documentation explaining the security requirements determined by the AIRPORT to be applicable to the successful RESPONDENT.

E.8.5 Airport-Issued Identification Badge. All individuals who apply for access to a restricted area of the Airport must attend a TSA required training session, and successfully pass a security test, prior to receipt of an Airport-issued identification badge and vehicle operator’s permit. Submission of fraudulent or intentional false statements may lead to legal enforcement action by the TSA.

E.8.6 Restrict Access to AOA. The successful RESPONDENT shall abide by the AIRPORT approved plans and procedures to prevent and deter persons and vehicles from unauthorized access to the AOA from and through the successful RESPONDENT’S Leasehold in accordance with the provisions of the Transportation Security Regulation, 49 CFR Parts 1540 and 1542, and the security requirements for the AIRPORT. The successful RESPONDENT shall install equipment required by the AIRPORT to prevent unauthorized access to the AOA, as defined in the AIRPORT’S security requirements for the Airport, including but not limited to fencing, cameras, automated access control system (i.e. electronic locks and card readers), or any components to an electronic security system. The AIRPORT will maintain the equipment associated with the security system(s) upon final inspection and acceptance by the AIRPORT.

E.8.7 Positive Control. The successful RESPONDENT is subject to additional security requirements as set forth in Transportation Security Regulation, 49 CFR Part 1540, 1542, and 1544. To meet these requirements, the successful RESPONDENT’S security procedures and facilities at the Leasehold shall ensure positive control which shall prevent the entrance of unauthorized persons and vehicles onto the AOA of the Airport and shall include but not be limited to:

- 1) Fencing and locked gates; and,
- 2) Use of the Airport Automated Access Control System where required; and,
- 3) Visual identification of persons authorized to enter and be present within the AOA; and,
- 4) Specific measures for escorting persons and vehicles into and within the AOA; and

- 5) Other facilities and procedures as may be reasonably required.

E.8.8 Vehicle Registration. The successful RESPONDENT'S company vehicles and equipment must be registered with the Airport. Vehicles utilized in restricted areas must meet requirements set forth in the applicable Orders and Instructions for the Airport. Personnel shall be licensed by the AIRPORT prior to vehicle operation on the AOA.

E.8.9 Construction Activity. There must be at least one person with an AIRPORT-issued identification badge with all construction crews performing work on behalf of the successful RESPONDENT. Any successful RESPONDENT conducting work for the successful RESPONDENT and who works unescorted in a restricted area of the AIRPORT must have an Airport-issued identification badge.

If a construction crew fails or refuses to promptly comply with the security and safety requirements, the AIRPORT may issue an order stopping all or part of the work until the successful RESPONDENT has taken satisfactory corrective action.

E.8.10 Fuel Quality. The successful RESPONDENT in all its aircraft fueling activities at the AIRPORT shall perform comprehensive fuel quality control procedures which will assure compliance with all federal and state regulations, and the successful RESPONDENT shall perform the aviation fuel quality controls in accordance with its then-written aircraft fueling and quality control procedures. The successful RESPONDENT shall provide a copy of its aviation fuel quality control procedures, and all revisions thereto, upon the request of the AIRPORT. The successful RESPONDENT shall also provide a comprehensive plan to address fuel and other potential spills associated with general aviation aircraft activity.

E.8.11 Accident or Incident on Leasehold. The successful RESPONDENT shall immediately notify the AIRPORT regarding any accident or incident resulting in damage to the Leasehold property, AIRPORT property, private property, significant damage to an aircraft, or a personal injury requiring immediate medical attention by Londonderry Police Department, Londonderry Fire Department/EMS, or Airport Rescue and Firefighting ("ARFF") personnel. Further, successful RESPONDENT shall immediately notify the AIRPORT of any report, discovery, or investigation of any fraud or theft.

The successful RESPONDENT shall also submit a written report to the AIRPORT detailing any aircraft incident, accident, or police investigation within forty-eight (48) hours as measured from the time of the aircraft incident, accident, or commencement of a police investigation.

E.8.12 Damage Reports. In all instances where AIRPORT property and/or equipment is damaged by the successful RESPONDENT, its employees, or its subcontractors, the successful RESPONDENT shall submit a full report of the fact and extent of such damage, in writing, to the AIRPORT within 24 hours of the occurrence.

E.9 Maintenance of the Leasehold, Utilities, and Correction of Deficiencies

The successful RESPONDENT shall, at its own expense, provide the necessary management and labor to perform and complete general and structural maintenance service upon structures, aprons, paving, utilities, grounds, and facilities located upon the Leasehold during the term of the AGREEMENT. In particular:

E.9.1 General. The successful RESPONDENT shall perform all servicing, inspection, maintenance and repair, including structural repair, on a continuous basis throughout the term

of the AGREEMENT of all capital investments and fixed improvements on the Leasehold including the exterior and interior of the FBO terminal and hangars including the hangar doors and all mechanical equipment associated therewith; all heating, air conditioning, ventilation and exhaust systems; fire suppression systems, fire alarm systems, and water distribution systems; door locks; furnishings; all glass, flooring, partitions, interior walls and tenant installed security and alarm systems, public address and CCTV systems; elevators and associated equipment; all electrical equipment and systems to include switchgear, transformers, primary switches, and exterior and interior lighting on both the airside and landside; quarterly cleaning of oil/water separators, all utility systems up to the AIRPORT distribution/collection interface point; pavement and pavement markings; aircraft grounding rods and tie-down devices, and fencing; all entry gates and equipment (electrical and/or mechanical) associated with fencing.

In addition, the successful RESPONDENT shall provide all custodial, trash removal, and snow/ice removal services, grass cutting, landscaping, and maintenance service, equipment maintenance service, and building and parking area upkeep to maintain the Leasehold in good condition and appearance. The successful RESPONDENT shall perform such maintenance at its sole expense and will be subject to monitoring by the AIRPORT to ensure a continuing high quality of appearance and structural condition.

E.9.2 Asset Management Plan. The successful RESPONDENT shall provide to the AIRPORT in Contract Year 1 an Asset Management Plan (the “AMP”) for all identified assets and/or systems associated with the Leasehold. The AMP should be updated periodically with deliverables provided to the AIRPORT in Contract Year 10, Contract Year 20, and Contract Year 30. The AMP should be developed and updated by a Professional Architectural and Engineering firm or specialty asset management firm. The AMP should include a Facility Condition Report and database of assets with condition ratings. This AMP shall be provided without cost to the AIRPORT and shall include System Condition Indices (or “SCIs”) for all systems on the Leasehold, including but not limited to: building systems such as substructure (where feasible), superstructure, shell, roof, interior construction and finishes, conveying, plumbing, HVAC, electrical, life and fire safety, and site features, including landside and airside pavements. The AMP shall identify any correction actions and establish a 10-year Capital Plan, with updates in each Asset Management Plan update (Contract Years 10, 20, 30, 40 and 50). The Capital Plan should include all identified deficiencies, systems or assets past the ends of their useful lives and assets or systems determined to be not in good repair (i.e., low condition ratings). The Capital Plan should also include all significant capital investments projected for the subsequent 10-year evaluation term, anticipated cost(s), and a plan of finance.

The successful RESPONDENT shall maintain all ramps, driveways, entrances and exits roadways out to Green Drive. The maintenance of the driveways, entrances and exit roadways to Green Drive shall include, but not be limited to, landscaping, snow/ice removal, and trash removal services in these areas. The successful RESPONDENT shall maintain controlled access points to the AOA which are located upon the leasehold. The successful RESPONDENT shall immediately report to the AIRPORT all required maintenance and/or any damage to fencing or access control points. The successful RESPONDENT shall perform all maintenance in accordance with industry standards and subject to AIRPORT’S approval prior to maintenance commencing.

The successful RESPONDENT shall, at a frequency agreed upon with the AIRPORT, conduct “FOD walks” and remove all stones, fuel, oil, grease, debris and all other foreign matter from the Leasehold.

The successful RESPONDENT shall not, do or permit anything to be done, that may interfere with the effectiveness or accessibility of the drainage and sewage systems, fire hydrants and hoses, heat, air-conditioning, electrical systems, and plumbing installed or located within the Leasehold or on the Airport.

E.9.3 Utility Equipment. At its sole expense, the successful RESPONDENT shall keep in a clean, orderly and safe condition and make all repairs, renewals, and replacements to the same when necessary, the following:

- 1) The exterior and interior of all utility systems on the Leasehold (up to the point of connection to the AIRPORT'S utility distribution lines; including any transformers, pressure reduction valves or other points of connection installed by the successful RESPONDENT),
- 2) Fuel storage and dispensing system (above ground storage tanks for fuel, submersible pumps, piping, fuel dispensers, and hoses), drains and appurtenances.

The successful RESPONDENT shall provide at any changeover or extension of utilities or extension of new utilities, a service disconnect means (e.g. water valves, gas valve, or electrical disconnect switch) and also public service/utility company grade revenue meters to record the consumption of each type of utility.

The successful RESPONDENT shall:

- 1) Notify the AIRPORT of fuel storage and dispensing system repairs and maintenance; and,
- 2) Be responsible for the cost of necessary repairs to any utility service lines when said damage is caused by the successful RESPONDENT, its employees, successful RESPONDENTS, suppliers, agents, or invites; and,
- 3) Respond immediately to correct any and all problems with the utility systems so as to prevent loss and damage to the Leasehold and AIRPORT property; and,
- 4) Restore essential services that have been disrupted by a breakdown of systems; and,
- 5) Eliminate hazards to personnel and equipment.

E.9.4 Landscape. The successful RESPONDENT shall maintain and keep in good order and state of repair all curbs, areaways, and landscaped areas of the Leasehold; make all repairs, renewals and replacements to the same as and when necessary; and keep the same free of unlawful obstructions and safety hazards.

The successful RESPONDENT shall maintain landscaped areas with a professional nursery or landscaping service, or by the successful RESPONDENT'S own staff, providing mulching and replacing shrubs and trees as necessary to maintain the attractiveness of the Leasehold.

The successful RESPONDENT shall keep all grass mowed, and shrubbery and other plantings pruned, trimmed, and maintained to high standards. The successful RESPONDER agrees that any trees or shrubbery will be maintained to prevent the attraction of wildlife and maintain compliance with FAA design standards (i.e. Part 77 imaginary surfaces).

The successful RESPONDENT shall keep all papers and debris picked up from the Leasehold and sweep the pavements and provide for the removal of all grease and oil residue from pavement surfaces thereon as often as necessary to keep them clean.

E.9.5 Refuse Collection. The successful RESPONDENT shall provide for a complete, proper, timely, and adequate sanitary handling and disposal away from the AIRPORT, of all garbage, trash, debris, and waste materials toxic or otherwise, generated through operation of the Leasehold; and provide suitable covered metal receptacles, approved by the AIRPORT for all garbage, trash, refuse and waste materials on or about the Leasehold. The successful RESPONDENT shall be responsible for providing dumpsters, trash removal service and keeping the area surrounding the dumpsters clean. The successful RESPONDENT shall not store any boxes, cartons, crates, drums or the like on the outside of building(s) or hangar(s) except in the course of normal package parcel delivery and receiving.

E.9.6 Janitorial Services. The successful RESPONDENT shall be responsible for providing janitorial and custodial services within the Leasehold.

E.9.7 Hazardous Material Storage and Removal. The successful RESPONDENT shall not dump any solid or liquid waste matter of any nature on the Leasehold or permit contamination from entering stormwater inlets, sewers inlets, or the AIRPORT'S drainage control systems. The successful RESPONDENT must handle, store, transport, and dispose of Hazardous Materials, further defined in the AGREEMENT, in accordance with any applicable federal, state and local statutes, ordinances, and regulations and the AIRPORT'S approved *Stormwater Pollution Prevention Plan* and *Spill Prevention and Countermeasures Control Plan*.

E.9.8 Storage of Unserviceable Equipment. The successful RESPONDENT shall not use the Leasehold for the storage of any broken or unserviceable equipment, vehicles, or aircraft. The successful RESPONDENT shall remove, or cause to be removed, from the Leasehold, any such equipment, unsightly vehicles, parts, tires, or aircraft not required to be held by the successful RESPONDENT pending completion of an accident investigation or legal proceeding.

E.9.9 Pest Control. The successful RESPONDENT shall be responsible for rodent, bird, and insect control within the Leasehold.

E.9.10 Successful RESPONDENT Fuel Tanks and Fuel Facilities. The successful RESPONDENT shall be responsible, at its own cost and expense, for maintaining and repairing during the term of the AGREEMENT, all fuel tanks, loading and unloading modules, fuel spill containment devices, and oil/water separators located on the Leasehold and shall comply with the requirements set forth in the AGREEMENT. The successful RESPONDENT shall also be responsible at its own cost and expense for the maintenance of the fuel storage and dispensing system (above ground storage tanks for fuel, submersible pumps, piping, fuel dispensers and hoses).

E.9.11 Impact of Construction Activities. The successful RESPONDENT recognizes that from time to time during the term of the AGREEMENT, that it will be necessary for the AIRPORT to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance, and repair on the Airport, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or impair the successful RESPONDENT in its operation at the Airport.

The AIRPORT will coordinate with the successful RESPONDENT during the initial planning and design stages to attempt to mitigate any deleterious impacts to successful RESPONDENT'S operations; however, no liability shall attach to the AIRPORT, its officers, agents, employees, successful RESPONDENTS, subconsultants, and representatives by way of such inconveniences

or impairment, and the successful RESPONDENT waives any right to claim damages or other consideration for such inconveniences or impairment.

E.10 Compliance with Laws; Taxes; Licenses and Building Permits

The successful RESPONDENT shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations, as well as all AIRPORT rules, regulations, policies, codes, manuals, and orders governing or regulating the Airport and the Leasehold, its use by the successful RESPONDENT, and successful RESPONDENT'S operation under the AGREEMENT now or hereafter enacted. The successful RESPONDENT agrees to take any action necessary to provide for its or the AIRPORT'S compliance with the same.

The successful RESPONDENT shall, at its own cost and expense, procure and keep in force during the term of the AGREEMENT, all necessary licenses, registrations, certificates, and permits.

E.10.1 Safety and Fire Regulations. The successful RESPONDENT shall conduct its operations and activities under the AGREEMENT in compliance with all safety regulations and directives of the AIRPORT and applicable Federal, state, and local laws. The successful RESPONDENT shall procure and maintain such fire prevention and extinguishing devices as required by the AIRPORT and shall at all times be familiar with and comply with the fire regulations and orders of the AIRPORT and authorities having jurisdiction.

E.10.2 Airport Issuance of Rules and Regulations. The AIRPORT shall have the right to prescribe, in its sole discretion, such reasonable rules and regulations that, in the AIRPORT'S reasonable judgment, are necessary or appropriate for the general well-being, safety, security, care, and cleanliness of the AIRPORT.

E.10.3 Compliance with Rules and Regulations by Tenants and Others. The AIRPORT shall, whenever possible, make reasonable efforts to obtain uniform compliance with the AIRPORT'S rules and regulations; however, the AIRPORT shall not be liable to the successful RESPONDENT for any violation or non-observance of such rules and regulations by any user, tenant, concessionaire, invitee, licensee, or trespasser at the Airport nor shall such violation or non-observance by a user, tenant, concessionaire, invitee, licensee, or trespasser at the Airport constitute a waiver of the successful RESPONDENT'S obligation to comply with AIRPORT rules and regulations.

E.10.4 Taxes and Fees. The successful RESPONDENT shall pay all taxes, including any sales or use taxes, license, certification, permit or examination fees and excises which may be assessed, levied, exacted or imposed by any governmental authorities having jurisdiction, on the successful RESPONDENT'S personal property, operations, gross receipts, income, Leasehold interest and any capital investment, or fixed improvements thereon, or on this AGREEMENT and the fees payable hereunder, or on the rights or privileges granted to the successful RESPONDENT. The successful RESPONDENT shall make and file all applications, reports and returns required in connection with any such taxes or fees. The successful RESPONDENT shall have the right to protest such taxes in accordance with the procedures of the applicable jurisdiction.

E.11 Construction on Leasehold

The successful RESPONDENT shall be responsible for taking steps reasonably necessary to preserve and protect conditions which can affect the Leasehold or any area adjacent to the Leasehold at which the work is to be performed ("The Worksite"). This includes, but is not limited to, structures, vegetation, utilities, and property. Any successful RESPONDENT performing work for the successful RESPONDENT shall be responsible for restoring the worksite to conditions in

accordance with the specifications/scope of work and local and Federal regulations, as applicable. Any failure by a successful RESPONDENT performing work for the successful RESPONDENT to do so or to repair damages caused by the successful RESPONDENT will not relieve the successful RESPONDENT from the responsibility for successfully performing the work at no additional expense to the AIRPORT.

Any successful RESPONDENT performing work for the successful RESPONDENT shall keep the worksite clean and free from accumulations of waste materials. Before completing the work, the successful RESPONDENT shall remove from the worksite and the Leasehold any waste, equipment, and materials that are not the property of the AIRPORT or the successful RESPONDENT. Upon completion of the work, the successful RESPONDENT shall leave the worksite in a condition satisfactory to the AIRPORT.

E.11.1 Damage or Loss of Successful RESPONDENT's Property. The successful RESPONDENT is responsible for taking action necessary to protect its supplies, materials, and equipment and the personal property of its employees from loss, damage, or theft.

E.11.2 Correction of Violations or Hazardous Conditions. The AIRPORT shall have the right to inspect the Leasehold as required to ascertain that the facility is in acceptable working order in accordance with the provisions of the AGREEMENT. If the AIRPORT reasonably determines that a condition on the Leasehold is hazardous or potentially hazardous to persons or property it may, either in writing or orally, direct the successful RESPONDENT to correct the condition, and the successful RESPONDENT shall, at its own cost and expense, immediately comply with such directive.

The successful RESPONDENT shall have a cure period of thirty (30) Days from the date of receipt of written or oral notice from the AIRPORT to correct a violation any violations or hazardous conditions except for any condition that poses imminent or immediate threat to the public which must be addressed within seven (7) days from the date of receipt of written or oral notice. Regardless, the successful RESPONDENT must take immediate steps to mitigate any hazardous condition to the public including, but not limited to immediate removal of the threat to public safety or closing the space to public access to reduce the threat to the public safety.

The successful RESPONDENT may request that the AIRPORT approve a longer cure period if the successful RESPONDENT demonstrates that an extension is necessary. If the successful RESPONDENT does not correct the violation within thirty (30) Days, the AIRPORT may, itself, perform or facilitate through a third party such corrections at the successful RESPONDENT'S expense, and the successful RESPONDENT shall pay the AIRPORT associated costs with such corrections, plus a fifteen percent (15%) overhead charge immediately upon receipt of an invoice from the AIRPORT.

E.11.3 Quality of Work. The successful RESPONDENT shall perform all work under the AGREEMENT in a skillful and workmanlike manner. The AIRPORT may, from time to time, make inspections of the work performed under the AGREEMENT. Any inspection by the AIRPORT does not relieve the successful RESPONDENT from any responsibility regarding defects or other failures to meet contract requirements.

E.11.4 Inspection of Capital Improvements. The successful RESPONDENT shall provide and maintain an inspection system acceptable to the AIRPORT covering capital improvements under the AGREEMENT. The successful RESPONDENT shall maintain and make available to the AIRPORT complete records of all inspections and tests performed by the any successful

RESPONDENT performing work for the successful RESPONDENT during contract performance and for as long as the contract requires.

The AIRPORT has the right to inspect and test all capital improvement work called for by the AGREEMENT, to the extent practicable, at all times and places during the term of the AGREEMENT. The AIRPORT shall perform inspections and tests in a manner that will not unduly delay the work and at no cost to the successful RESPONDENT unless such inspection is conducted by the AIRPORT due to neglect or failure of the successful RESPONDENT to perform an inspection required by local, state, or federal rules, regulations, or orders.

If any of the capital improvement work does not conform with contract requirements, the AIRPORT may require the successful RESPONDENT for the successful RESPONDENT to perform the work again in conformity with contract requirements at no increase in contract amount. When the defects in work cannot be corrected, the AIRPORT may require the successful RESPONDENT for the successful RESPONDENT to take necessary action to ensure that future performance conforms to contract requirements.

If the successful RESPONDENT for the successful RESPONDENT fails to promptly perform the work again or to take the necessary action to ensure future performance in conformity with contract requirements, the AIRPORT may perform the work and charge to the successful RESPONDENT for the successful RESPONDENT any cost incurred by the AIRPORT that is directly related to the performance of such work, or terminate the AGREEMENT for default.

E.11.5 Subcontractor Utilization and Subcontractor Payment. The successful RESPONDENT shall remain fully liable and responsible for the performance of its subcontractor successful RESPONDENT(s) and shall ensure subcontractor RESPONDENT compliance with all applicable requirements of the AGREEMENT and any contract between the successful RESPONDENT and its successful RESPONDENT.

The successful RESPONDENT shall require any contractor to pay subcontractors for satisfactory performance no later than thirty (30) days after receipt of a subcontractor invoice. Within five (5) days of a subcontractor working on behalf of the successful RESPONDENT making a payment(s) to a subcontractor(s), the successful RESPONDENT shall report to the AIRPORT the payment(s), including release of retainage, made to subcontractor(s).

E.12 Sustainability Plan

The successful RESPONDENT shall adhere to the measurable goals and milestones outlined in its Sustainability Plan as submitted in response to the RFP. During the term of the AGREEMENT, the successful RESPONDENT may be required to provide a detailed update on the goals and milestones outlined in its Sustainability Plan. The successful RESPONDENT shall provide such an update to the AIRPORT upon request.

APPENDIX F – PRELIMINARY ENGINEERING REPORT

APPENDIX G – CERTIFICATION FORMS

**PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING
CERTIFICATIONS INTO YOUR SUBMITTAL.**

**THE AIRPORT WILL CONSIDER PROPOSALS THAT FAIL TO INCLUDE COMPLETED
CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE
CONSIDERED.**

CERTIFICATION OF MINIMUM QUALIFICATIONS

By submission of this PROPOSAL, the RESPONDENT certifies that to the best of their knowledge and belief, they meet the following Minimum Qualification Requirements:

- a) Has been in continuous existence as a fixed based operator business for at least the last five (5) years which is further defined as 60-consecutive months; and,
- b) Has performed FBO services for at least five (5) airports having a based aircraft population of over 75 aircraft similar in mix to the types of aircraft based at the Manchester Airport; and,
- c) Is licensed, or shall be licensed prior to entering into the AGREEMENT, to do business in the State of New Hampshire; and,
- d) Has financing available to develop the required capital improvements contained in their PROPOSAL; and,
- e) Has the financial resources to operate a FBO that meets the requirements of the *Minimum Standards for General Aviation Commercial Operator* (the “Minimum Standards”) and the *Rules and Regulations of the Airport* (the “Rules and Regulations”), both of which are attached hereto in **Appendix B**, and the Statement of Work contained in **Appendix E** to this RFP; and,
- f) Is in good standing with the AIRPORT and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the RESPONDENT previously operated or currently operates, and not barred from providing FBO services by any governmental agency or airport.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the AIRPORT without prejudicing any remedies available to the AIRPORT in equity or law.

Notary Seal:

Name of RESPONDENT

Name of RESPONDENT’S
Authorized Representative

Signature of RESPONDENT’S
Authorized Representative

Date

Title of RESPONDENT’S
Authorized Representative

CERTIFICATION OF NON-COLLUSIVE PROPOSAL

By submission of this PROPOSAL, each RESPONDENT and each person signing on behalf of any RESPONDENT certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief:

- a) The prices in this PROPOSAL have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other RESPONDENT, or with any competitor; and,
- b) Unless otherwise required by law, the prices which have been quoted in this PROPOSAL have not been knowingly disclosed by the RESPONDENT and will not knowingly be disclosed by the RESPONDENT prior to opening, directly or indirectly, to any other RESPONDENT or to any competitor; and,
- c) No attempt has been made or will be made by the RESPONDENT to induce any other person, partnership, or corporation to submit or not to submit a PROPOSAL for purpose of restricting competition.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the AIRPORT without prejudicing any remedies available to the AIRPORT in equity or law.

Notary Seal:

Name of RESPONDENT

Name of RESPONDENT'S
Authorized Representative

Signature of RESPONDENT'S
Authorized Representative

Date

Title of RESPONDENT'S
Authorized Representative

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this SOLICITATION is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

CERTIFICATION:

NOTARY/ATTESTATION:

Name

Signature

Date

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification Proposals. 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.

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.

CERTIFICATION:

NOTARY/ATTESTATION:

Name

Signature

Date

Title