



REQUEST FOR PROPOSALS:

**TERMINAL FOOD AND BEVERAGE CONCESSIONS
FOR
TERMINAL SPACES #2085 AND #2124**

Solicitation Number: FY23-805-28

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

DECEMBER 13, 2022

**REQUEST FOR PROPOSALS
FOR
TERMINAL FOOD AND BEVERAGE CONCESSIONS
FOR
TERMINAL SPACES #2085 AND #2124

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NH**

Solicitation Number FY23-805-28

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 the operation of **two (2)** food and beverage concession units in the passenger terminal facility (the "PROPOSAL").

It is the intent of the AIRPORT to select a qualified concessionaire who submits a PROPOSAL ("RESPONDENT"). The AIRPORT intends to award the successful RESPONDENT with a Concession Agreement (the "AGREEMENT") for a fixed term of ten (10) years with two (2) five (5) year options. 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.

TABLE OF CONTENTS

SECTION I – DESCRIPTION OF WORK.....	5
1.1 General Description of Responsibilities	5
1.2 Airport Background.....	5
1.2.1 Overview of Terminal Layout and Leasing Conditions	5
1.2.2 Passenger Characteristics	6
1.2.3 Overview of Terminal Concessions Program	7
1.2.4 Commercial Air Carrier Fleet Mix and Activity: 2015-2021	8
1.2.5 Airline Capacity Levels in the Wake of the Pandemic.	10
1.2.6 Airport Catchment Area	11
1.3 Minimum Qualifications	11
1.4 Description of Leasehold.....	12
1.4.1 Unit I Development Area – Space #2085.....	12
1.4.2 Unit II Development Area – Space #2124	12
1.5 Business Terms.....	12
1.5.1 Proposal Bond.....	12
1.5.2 Payment to Airport	13
1.5.3 Performance Bond.....	13
1.5.4 Binding Offer	13
1.5.5 Compliance.....	14
1.5.6 Non-Exclusivity.....	14
1.5.7 Collusion.....	14
1.5.8 Hold Harmless.....	14
1.5.9 Governance.....	14
1.5.10 Public Disclosure	15
1.6 Insurance Requirements	15
SECTION II – INSTRUCTIONS FOR PREPARATION OF PROPOSAL	17
2.1 Proposal Content and Organization.....	17
2.1.1 Letter of Submittal	17
2.1.2 Criterion 1: Financial Ability to Perform.....	17
2.1.3 Criterion 2: Past Performance and Industry Experience	18
2.1.4 Criterion 3: Proposed Concept(s) and Commitment to Innovation	19
2.1.5 Criterion 4: Sense of Place.....	19
2.1.6 Criterion 5: Sustainability Plan.....	20
2.1.7 Criterion 6: Airport Concession Disadvantaged Business Enterprise Participation	20
2.1.8 Criterion 7: Percentage of Gross Receipts Payable to the Airport	21

2.1.9	Required Certifications.....	21
2.2	Proposal Organization.....	21
2.3	Submission Date and Procedures	22
2.4	Compliance with RFP	23
2.5	Proposal Warranty	23
2.6	Proposal Opening	23
2.7	Right to Request Supplemental Information	23
	SECTION III – SELECTION PROCESS	24
3.1	Selection Process.....	24
3.2	Tentative Solicitation Schedule.....	24
3.3	Preliminary Review	24
3.4	Phase I: Formal Evaluation and Scoring	24
3.5	Phase I Tiebreaker	25
3.6	Phase I Shortlist Development	25
3.7	Phase II Interviews	25
3.8	Final Selection.....	25
	SECTION IV – GENERAL CONDITIONS	26
4.1	Airport Right to Reject and Waive Minor Irregularities.....	26
4.2	Inquiries.....	26
4.3	Contact With Airport Staff.....	26
4.4	Addendums and Clarifications	26
4.5	Additional Provisions	27
4.6	Rejection of Irregular Proposals.....	27
4.7	Cost	27
4.8	Contract Agreement	27
4.9	Non-Discrimination Provisions	28
	APPENDIX A: CONCESSION AGREEMENT	29
	APPENDIX B: TERMINAL MAPS AND LEASEHOLD AREAS	30
	APPENDIX C: SOUTHWEST AIRLINES GATE AREA CONSUMER SEGMENTATION.....	34
	APPENDIX D: MHT TERMINAL CONSUMER SEGEMENTATION	51
	APPENDIX E: MHT TERMINAL PASSENGER DEMOGRAPHICS	70
	APPENDIX F: CERTIFICATION FORMS	93

SECTION I – DESCRIPTION OF WORK

1.1 General Description of Responsibilities

The AIRPORT is seeking PROPOSALS from qualified concessionaires (the “RESPONDENTS”) to design, construct, operate, and maintain **two (2)** food and beverage units at the Manchester Airport. The AIRPORT intends to select one (1) RESPONDENT that will enter into a Concession Agreement (the “AGREEMENT”) with the AIRPORT (see **Appendix A**).

RESPONDENTS to this Request for Proposals (the “RFP”) should demonstrate excellence in guest service, guest service recovery techniques, revenue management and enhancement strategies, the marketing of various products, the creation and implementation of effective maintenance policies and procedures, an understanding of the unique operating environment found in airports, and embracing technological innovation to enhance the guest experience and operating revenues. 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.

1.2.1 Overview of Terminal Layout and Leasing Conditions

The passenger terminal facility at the Manchester Airport is a two-story terminal (see **Appendix B**). Terminal ticketing and baggage claim is on level one of the terminal while the security checkpoint and passenger gates are located on level two. A set of escalators, elevators, and stairs provides access from level one of the terminal to the security checkpoint and passenger gates found on level two. All rental car transactions are conducted in a rental car center at the parking garage which is physically connected to the terminal facility through a fully enclosed and conditioned pedestrian bridge.

The passenger terminal has 14 contact gates, nine (9) of which are currently leased by the four commercial airlines operating at the Airport (see **Table 1**). It should be noted that, while Southwest Airlines leases Gate 15, they use the gate for irregular operations only. After clearing security, passengers either turn left to access Gates 11 through 15 or turn right to access Gates 1 through 10. The layout of the checkpoint splits the passenger flow depending on the carrier the passenger is using. During calendar year 2019, approximately 53% of the passengers from the security checkpoint flew Southwest Airlines and thus used Gate 11 through Gate 15. Conversely, the remaining 47% of passengers flew American Airlines (29%), Delta Air Lines (13%) or United Airlines (5%) and thus utilized Gate 1 through Gate 10.

This passenger flow has altered due to the introduction of Spirit Airlines to the market in October 2021, combined with the varying pandemic recovery strategies for each airline. This can be seen by examining the loaded seats in the market by each carrier. For calendar year 2022; approximately 896,592 departing seats are loaded by the airlines at

Table 1

List of Existing Passenger Gates and Assigned Airlines
 (as of 9/15/2022)

Gate	Assigned Airline
1	Spirit Airlines
2	Vacant
3	Vacant
4	United Airlines
5	Vacant
6	Vacant
7	Vacant
8	American Airlines
9	American Airlines
10	American Airlines
11	Southwest Airlines
12	Southwest Airlines
14	Southwest Airlines
15	Southwest Airlines

Manchester Airport. Southwest schedules show a total of 407,195 seats (45%), American schedules show a total of 241,633 seats (27%), Spirit schedules show a total of 201,495 seats (22%), and United schedules show a total of 46,194 seats (5%)¹. As such, 45-50% of passengers will utilize Gate 11 through Gate 15 with 50-55% of passengers will utilizing Gate 1 through Gate 10. Further, passengers using the Gate 1 through Gate 10 area are evenly split between the Gate 8 through Gate 10 area and the Gate 1 through Gate 4 area.

1.2.2 Passenger Characteristics

The Airport engaged Crawford, Murphy & Tilly ("CMT") to develop three reports to provide RESPONDENTS with insights into consumer segmentations, associated tastes and expectations, and consumer demographics. Interested RESPONDENTS are highly encouraged to review this information and base their PROPOSALS on insights gleaned from consumer segmentation data. The three reports, and their respective locations within the RFP, are:

1. **MHT Southwest Airlines Gate Area Consumer Segmentation (see Appendix C).** Data in this report will provide consumer segmentation data for Southwest Airlines customers based on Experian Mosaic segmentations and relates closely to the consumer visiting the Gate 15 concession unit.
2. **MHT Terminal Consumer Segmentation (see Appendix D).** Data in this report will provide consumer segmentation data based on Experian Mosaic

¹ Source: Cirium www.mi.dijo.net Data accessed on 10/3/2022.

segmentations for all passengers using the Airport. This information is provided for use in planning an appropriate concept for the pre-security concession unit.

3. **MHT Terminal and Passenger Demographics (see Appendix E).** Data in this report will provide anonymized passenger demographic information including percentage of passengers by household income brackets, age, ethnicity, and terminal dwell time.

In summary, the typical passenger at Manchester Airport for the twelve months ending September 2022 can be characterized as:

1. Being between 35-40 years of age, and;
2. Having a household income of \$78,000, and;
3. Having a terminal dwell time of 85-minutes.

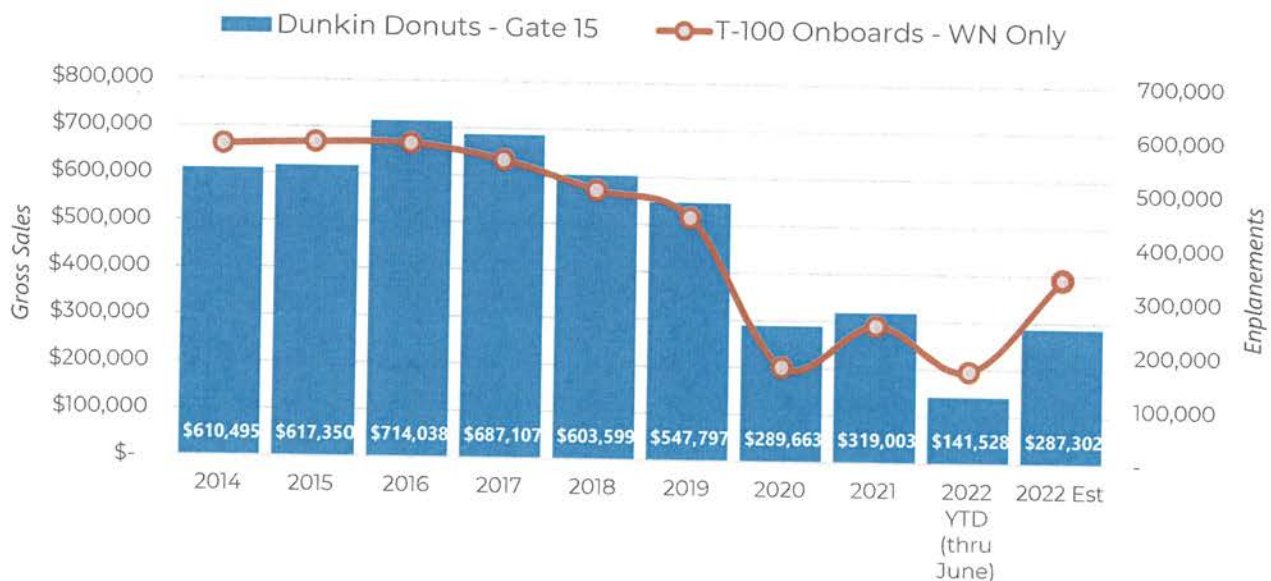
The typical Southwest Airlines passenger at Manchester Airport for the twelve months ending September 2022 can be characterized as:

1. Being between 35-40 years of age, and;
2. Having a household income of \$78,000, and;
3. Having a terminal dwell time of 97-minutes.

1.2.3 Overview of Terminal Concessions Program

The existing terminal concessions program at the Manchester Airport totals 14,939 square feet of food and beverage concession space and 3,814 square feet of retail concession space. Approximately 1,591 square feet of food and beverage space (10.6%) is located pre-security and 1,150 square feet of retail space (30.2%) is located pre-security. The existing food and

Figure 1:
Annual Sales and Passenger Enplanements at Dunkin' Gate 15 Store
Location: 2014 to 2022(E)



beverage units flank the security checkpoint while the existing retail unit is located along the arriving passenger flow from the exit lane.

The procurement action contemplated in this RFP is associated with two existing food and beverage units: one located pre-security and the other located post-security at Gate 15. The current concepts are used as Dunkin' stores that are operated by a local franchisee through an operating lease with the AIRPORT.

A five-year sales history of the two stores and historical enplanements exposed to the units are presented in **Figure 1** (post-security unit) and **Figure 2** (pre-security unit). As can be seen in the figures, the overall sales trajectory of both stores exhibits declining levels of retail activity. Despite the Airport demand having returned to 70-80% of pre-pandemic passenger levels, the two units are not realizing the same return to pre-pandemic sales levels or same pre-pandemic sales per enplanement. In fact, the combined sales for both stores for CYTD 2022 is 42% of pre-pandemic sales.

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 3**). 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.

Figure 2:
Annual Sales and Passenger Enplanements at Dunkin' Atrium Store
Location: 2014 to 2022(E)

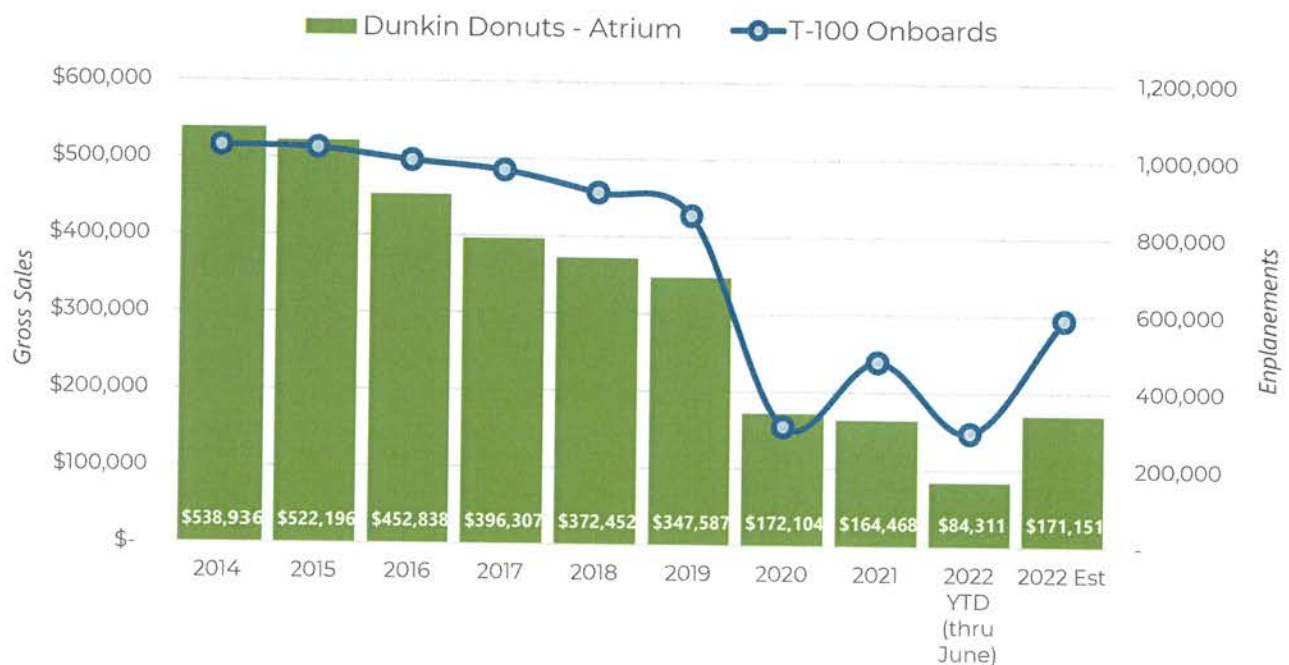
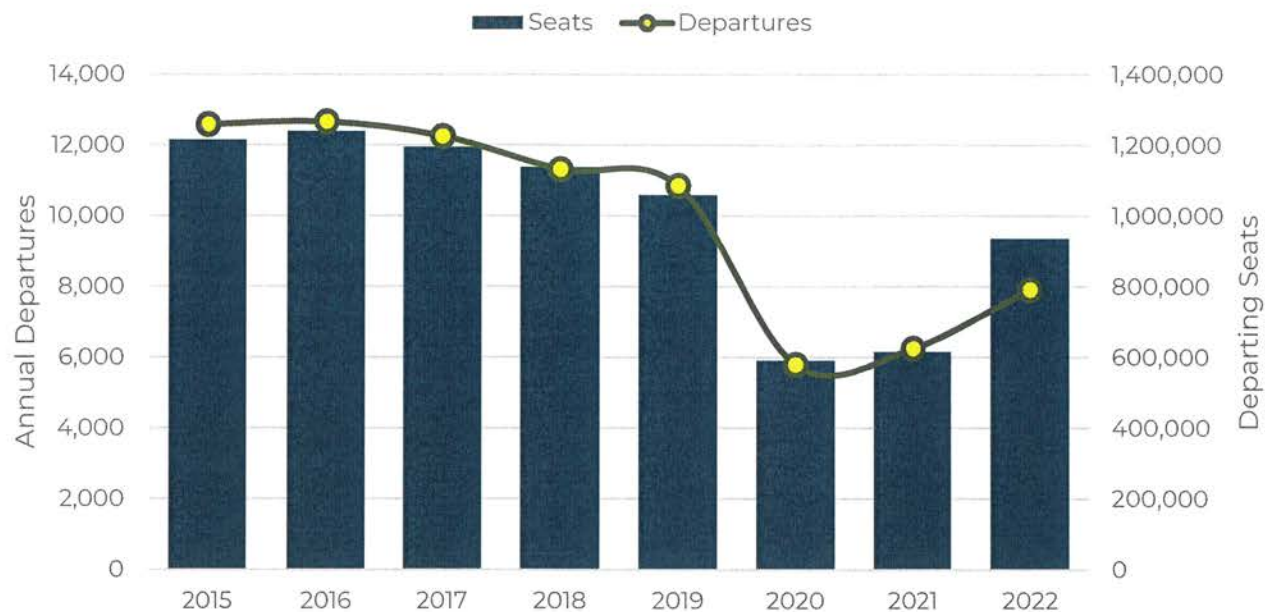


Figure 3:
Commercial Air Carrier Departures and Departing Seats: 2015-2022



As of the publication date of this RFP, the airlines have scheduled 7,673 departures and 896,308 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 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 4** and **Figure 5** 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.

² Source: Cirium (www.mi.dio.net). Data pulled on 10/4/2022 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.

Figure 4:
Share of CY22 Departures by Major Aircraft Family Types

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

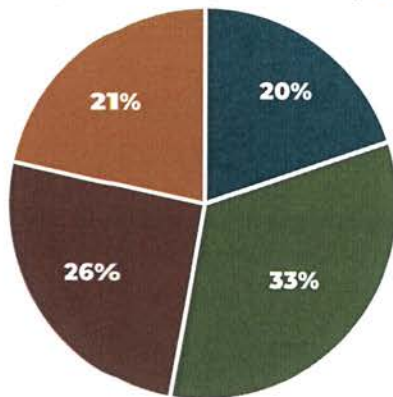
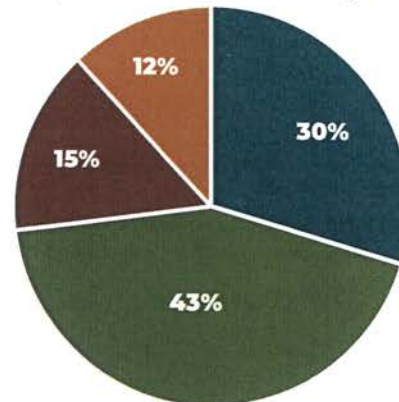


Figure 5:
Share of CY22 Departing Seats by Major Aircraft Family Types

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



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 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 and de-risking the balance sheet. 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 *Airline Capacity Levels in the Wake of the Pandemic.*

Due to workforce issues throughout the airline industry, the Airport is seeing some minor adjustments by carriers serving the Airport. RESPONDENTS should note that further changes in airline service to the Airport can be expected. The AIRPORT believes that the recent reduction in service is temporary and that the true market size warrants additional capacity being placed in the market.

Southwest Airlines. Southwest Airlines is slowly increasing operations back to pre-pandemic levels at the Manchester Airport. The currently loaded schedule for the twelve months ending June 2023 for Southwest shows an average daily operational level of 7.9 daily departures to four (4) cities: Baltimore (4.5 daily departures), Chicago-Midway (1.7 daily departures), Orlando (1.5 daily departures), and Tampa (0.2 daily departures).

American Airlines. American Airlines is taking an aggressive stance towards increasing operations at the Manchester Airport. The currently loaded schedule for the twelve months ending June 2023 for American shows an average daily operational level of 9.5 daily departures to four (4) hub cities: Charlotte-Douglas (2.8 daily departures), Chicago-O'Hare (0.7 daily departures), Washington-Reagan (2.9 daily departures), and Philadelphia (3.1 daily departures).

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 the twelve months ending June 2023 for the Manchester Airport shows an average daily operational level of 1.9 daily departures to their Newark-Liberty hub.

Spirit Airlines. The currently loaded schedule for the twelve months ending June 2023 for Spirit shows an average daily operational level of 1.9 daily departures to four cities: Ft. Lauderdale (0.3 daily departures), Orlando (0.8 daily departures), seasonal service to Myrtle Beach (0.4 daily departures), and seasonal service to Ft. Myers (0.4 daily departure) and Tampa (0.1 daily departures).

1.2.6 *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. Further, over 2,000 additional housing units are under development or planned to be under development within the city. This growth is occurring throughout Southern New Hampshire with four of the top 10 hottest residential zip codes in the nation being located within a 15-mile radius of the Airport. The population is also well compensated with 1.25 million persons living within 25-mile radius of the Airport having an average household income of \$88,254 and a total purchasing power over \$42.6 billion.

The Southern New Hampshire region has a history of embracing innovation and is home to a growing bio-fabrication 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.

1.3 **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, **without additions, deletions, or other alterations**; as 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 an airport concessionaire for at least the last five (5) years which is further defined as 60-consecutive months; and,
- 2) Has operated airport concessions for at least five (5) airports with passenger levels equal to, or greater than, the 2019 passenger levels 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) 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 concessionaire services by any governmental agency or airport.

1.4 Description of Leasehold

The AIRPORT intends to lease two concession units totaling 719 square-feet of terminal space (hereinafter referred to as the "Leasehold"). The description and location of the Leasehold within the passenger terminal can be found in **Appendix C**, which is attached hereto and incorporated herein. The Leasehold consists of two separate concession units to include a pre-security unit "Unit I Development Area" consisting of approximately **433 square-feet** and a post-security unit "Unit II Development Area" consisting of approximately **286 square-feet**.

1.4.1 Unit I Development Area – Space #2085

The Unit I Development Area consists of an existing Dunkin' store totaling 433 square feet in size. The unit is located at the beginning of the security checkpoint queue and is frequently used by arriving passengers, departing passengers, meeters and greeters, well-wishers, and employees.

1.4.2 Unit II Development Area – Space #2124

The Unit II Development Area includes an existing Dunkin' store totaling 286-square feet. The unit is located between Gate 15 and Gate 14 near the women's and men's restroom area. A disadvantage of this unit is that it is facing Gate 15 which, while leased by Southwest, is used sparingly. Thus, the unit is not within direct eyesight of passengers sitting in the Gate 12 or Gate 14 area, however, a small blade sign is visible.

1.5 Business Terms

1.5.1 Proposal Bond

At time of PROPOSAL submission, RESPONDENTS are required to provide the AIRPORT with a proposal bond in the amount of Twelve Thousand Seven Hundred Forty Three and 36/100 (\$12,743.36), which is equal to three month's of percentage of gross revenue based on 2022 operating revenue from the current leaseholds. 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 RESPONDENT'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 as a credit against the rent payable under the lease until such time as the credit is fully exhausted at which time the successful RESPONDENT shall remit the agreed upon percentage of gross revenues contained in the AGREEMENT as rent due to the Airport. Notification of a final agreement is anticipated to be completed within **thirty (30) days** of the issuance of the Notification of Award.

1.5.2 *Payment to Airport*

For the rights and privileges granted herein, the successful RESPONDENT shall agree to pay a percentage of gross revenues to the Airport which shall be remitted to the AIRPORT monthly with supporting reports as requested by the AIRPORT.

1.5.3 *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 percentage of gross revenue payable to the AIRPORT multiplied against an estimate of succeeding twelve (12) months' gross revenues earned 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. passenger enplanements, concessionaire's gross sales at the two units, 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.

1.5.4 *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.

1.5.5 *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, federal labor laws (i.e., "FLSA") and airport concession disadvantaged business enterprise ("ACDBE") participation.

1.5.6 *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.

1.5.7 *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.

1.5.8 *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.

1.5.9 *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.

1.5.10 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.

1.6 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 concessions 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 Concessions:	
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 \$2,000,000 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 Food and Beverage Concessions:	
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 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 \$1,000,00 bodily injury by disease (each employee) \$1,000,000 bodily injury by disease (policy limit)
Automobile Liability	\$1,000,000

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 the concession leaseholds.

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 sales; 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 five (5) examples of other concession locations that demonstrate the RESPONDENT'S experience managing and maintaining facilities like this opportunity.
- b) Five (5) 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 manager that has experience managing and maintaining at least one (1) airport concession for a period of at least two (2) years at a location(s) like the one contemplated in this procurement effort; and,
 - ii. Sufficient employees to demonstrate that the concessionaire will have at least two (2) employees at each location on duty during operating hours of 0430 to 1900 hours.
 - iii. The RESPONDENT'S proposed plan to ensure all employees will be fully trained, certified, and have successfully completed any required franchise or corporate training courses prior to the effective date of the AGREEMENT; and,
 - iv. The RESPONDENT'S proposed plan to ensure all employees are trained specific to the City of Manchester sexual harassment, drug free workplace, and violence in the workplace policies prior to the effective date of the AGREEMENT; and,
 - v. The RESPONDENT'S proposed plan to ensure continual training and compliance with the City of Manchester sexual harassment, drug free workplace, and violence in the workplace policies throughout the term of the AGREEMENT; and,
 - vi. A sufficient number of supervisors to demonstrate that the RESPONDENT will have at least one (1) supervisor on duty during operating hours of 0430 to 1900 hours seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") to ensure proper staffing levels and world class guest services are provided; and,
 - vii. The RESPONDENT'S proposed plan to alter employee schedules to respond

to irregular operations (“IROPs”) at the Airport to ensure that delayed arriving or departing guests are provide an opportunity to partake in the offerings of the concession units. The plan shall include efforts that the concessionaire will undertake to keep abreast of any IROPs so that they maintain situational awareness of potentially changing passenger needs and expectations.

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 **\$18.00 per hour**. While the City of Manchester does not have a living wage requirement, the \$18.00 per hour minimum hourly wage will place the RESPONDENT in a competitive position within the local marketplace.

2.1.4 Criterion 3: Proposed Concept(s) and Commitment to Innovation

In this section of the PROPOSAL, RESPONDENTS shall propose the intended concession concepts for each of the development units. Innovative concepts that are unique to the Airport and that enhance the prestige of the Airport are encouraged. The RESPONDENT shall also provide an opportunity for locally owned businesses to participate in the Airport concession program including potential branding, co-branding, or product display within the concession units (i.e. partnering with local bakeries to display and sell their product within the concession unit).

CONCESSION CONCEPTS THAT ADDRESS THE EXPECTATIONS OF THE VARIOUS CONSUMER SEGMENTS AND DEMOGRAPHIC PROFILES PROVIDED IN APPENDICES C, D, AND E IS OF UTMOST INTEREST TO THE AIRPORT.

The RESPONDENT shall also discuss how they have embraced innovation in their concession concepts, current innovations that the RESPONDENT has either deployed or is planning to deploy in the near future at food and beverage locations in their network of airports; and the RESPONDENT’S outlook on future innovations within the airport concession space.

2.1.5 Criterion 4: Sense of Place

In this section of the PROPOSAL, the RESPONDENT shall present the look and feel of the proposed concession concepts including how they will instill a sense of place in their concession concept as the AIRPORT is striving to instill a greater sense of place and “look and feel” of New Hampshire. The RESPONDENT shall submit:

- a) Designs, renderings, and conceptual plans of both concession units clearly showing the proposed concession concept at each location. At a minimum, renderings shall include:
 1. Oblique views showing the look and feel of the proposed concession concept as it would appear in the Airport from different passenger perspectives;
 2. Renderings of various building elevations, at a minimum this shall include the front elevation.

- b) 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 strikes a balance between brand standards of the proposed concept, the existing look and feel of the passenger terminal building, and instilling a clear sense of place.

2.1.6 *Criterion 5: 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) Water Use Efficiency. A plan demonstrating the RESPONDENT'S commitment to increasing water use efficiency over the term of the AGREEMENT.
- c) 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.
- d) 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.

2.1.7 *Criterion 6: Airport Concession Disadvantaged Business Enterprise Participation*

This section is intended to allow the RESPONDENT an opportunity to discuss any past or present demonstrated commitment to small and minority businesses and contributions. The RESPONDENT is asked to state its:

- a) past efforts to mentor, train and otherwise demonstrate their corporate commitment to the growth and development of the minority business community; and,
- b) present intentions to mentor, train, and include Airport Concessions Disadvantaged Business Enterprises ("ACDBE") in any scope of work contemplated under this procurement action.

An Airport Concessions Disadvantaged Business Enterprise shall be defined as a business firm satisfying the requirements of 49 CFR Part 23, as amended. It is the official policy of the CITY to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concessions Disadvantaged Business Enterprise participation. The AIRPORT is also fully committed to the implementation of these rules and regulations through its approved ACDBE program.

FOR PURPOSES OF THIS RFP, THE ACDBE PARTICIPATION GOAL FOR THE FEDERAL FISCAL YEAR 2022-2024 PERIOD IS 7.50%.

Firms desiring to participate as an ACDBE on AIRPORT projects or contracts must be duly certified as a ACDBE by the New Hampshire Department of Transportation Office of Federal Compliance ("NHDOT-OFC") at:

<https://www.nh.gov/dot/org/administration/ofc/dbe.htm>

As part of their PROPOSAL, RESPONDENTS shall include documentary evidence that proposed ACDBE firms contained in the PROPOSAL are duly certified by the NHDOT-OFC. Any proposed firm that has not received such certification from NHDOT-OFC at time of PROPOSAL submission must receive certification prior to the execution of the AGREEMENT by the RESPONDENT. Any firm(s) not receiving their certification prior to execution of the AGREEMENT by the RESPONDENT shall be replaced by the RESPONDENT with a certified ACDBE of similar capabilities subject to the approval by the AIRPORT.

RESPONDENTS ARE HEREBY NOTIFIED THAT A FAILURE TO MEET THE AIRPORT'S ESTABLISHED ACDBE PARTICIPATION RATE OR FAIL TO PROVIDE SUFFICIENT DOCUMENTARY EVIDENCE OF GOOD FAITH EFFORTS TO MEET THE DBE GOAL WILL CONSTITUTE A DEFAULT OF THE AGREEMENT AND MAY RESULT IN THE TERMINATION OF THE AGREEMENT OR OTHER SUCH REMEDY AS DEEMED APPROPRIATE BY THE AIRPORT.

2.1.8 *Criterion 7: 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 shall not be lower than 10%.

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.

PROPOSALS THAT CONTAIN ALTERED OR MODIFIED CERTIFICATIONS, OTHER THAN THOSE REQUIRED TO COMPLETE THE CERTIFICATIONS, WILL BE REJECTED 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 **50-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 ACDBE 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 FY23-805-28
"TERMINAL FOOD AND BEVERAGE CONCESSIONS"**

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 February 17, 2023** (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 terminal concession units 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 modify 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	January 5, 2023 at 10:00 A.M.
Deadline for Questions	January 19, 2023 at 2:00 P.M.
Deadline for Clarifications	January 31, 2023 at 5:00 P.M.
RFP Submission Deadline	February 17, 2023 at 2:00 P.M.
Evaluation Committee Meeting	February 28, 2023
Interviews Completed (if necessary)	March 14, 2023
Notification of Intent to Award	March 17, 2023
Operating Agreement Executed	April 17, 2023
Notice to Proceed	May 1, 2023

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	5 points
Past Performance and Industry Experience	10 points
Proposed Concepts and Commitment to Innovation	20 points
Sense of Place	20 points
Sustainability Plan	10 points
ACDBE Participation	15 points
Percentage of Gross Receipts	20 points
TOTAL MAXIMUM SCORE	100 points

The maximum score per evaluator is **100 points**. RESPONDENTS should note that the AIRPORT has placed significant weight on three criteria: a) proposed concepts and commitment to innovation, b) sense of place, and c) percentage of gross receipts payable to the AIRPORT. Note that 60% of the RESPONDENT'S score will be determined by these three criteria and RESPONDENTS should place special efforts in addressing the AIRPORT'S intent as part of their PROPOSAL.

3.5 Phase I Tiebreaker

In the event of a tie between two or more RESPONDENTS, the RESPONDENT with the higher ACDBE participation rate 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 ten (10) year fixed term with two (2) five-year options. 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 FURTHER CONSIDERATION OF THE RESPONDENT'S PROPOSAL.

4.9 Non-Discrimination Provisions

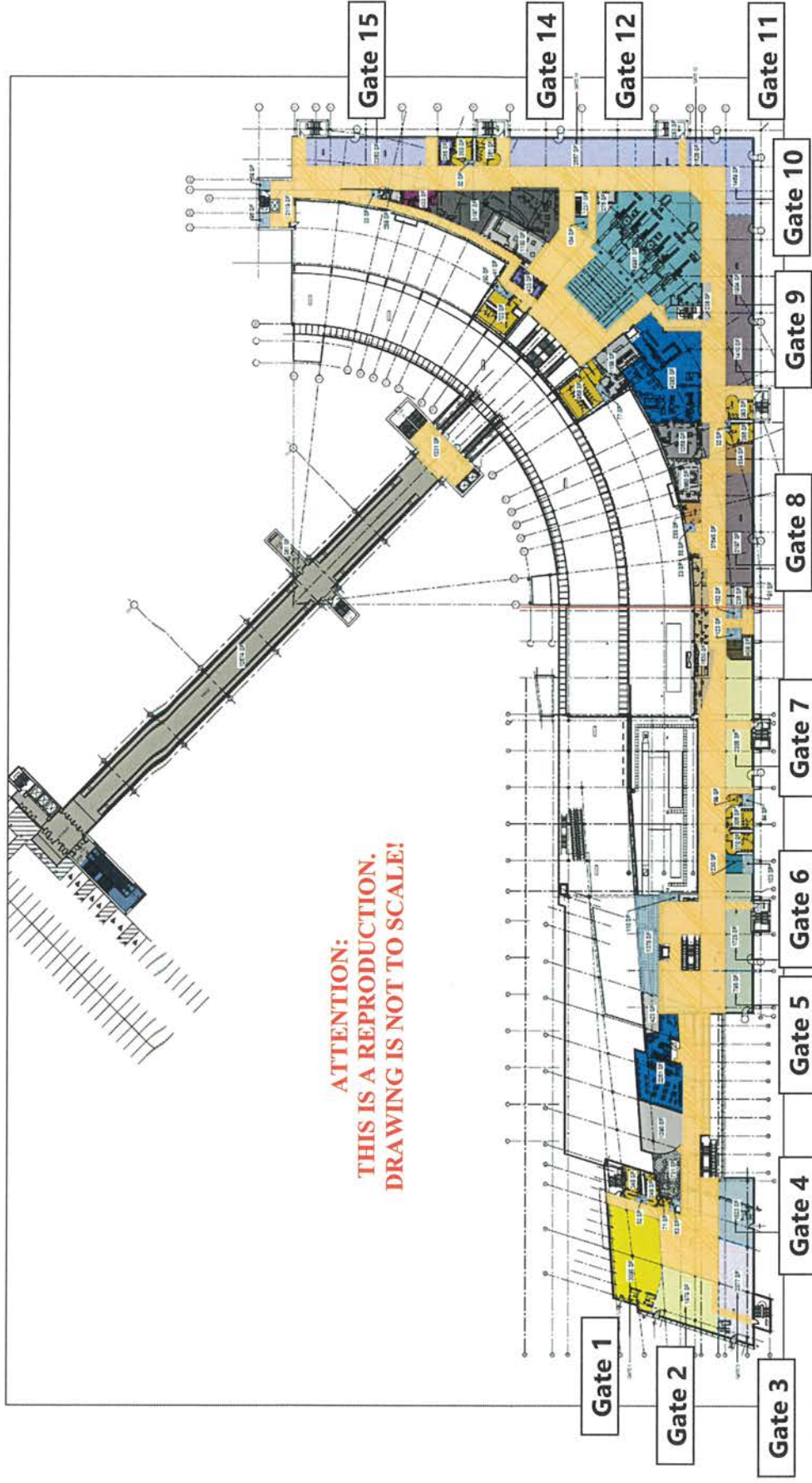
The RESPONDENT agrees to comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964, as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment 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: CONCESSION AGREEMENT

TO BE PROVIDED AS AN ADDENDUM

APPENDIX B: TERMINAL MAPS AND LEASEHOLD AREAS

Passenger Terminal Building - Level 2 Floor Plan



MEASUREMENTS:
SQUARE FOOTAGES ARE CALCULATED BY THE FOLLOWING:
 • INSIDE FACE OF EXTERIOR WALL/GLASS
 • CENTERLINE OF DEMISING PARTITIONS
 • INSIDE FACE OF CORRIDOR/COMMON SPACE PARTITIONS
 • OUTSIDE FACE OF VERTICAL PENETRATIONS
 • WHERE PARTITION DOES NOT OCCUR AREA WAS MEASURED TO THE CENTER OF COLUMN LINE OR TO A BOUNDARY DETERMINED BY MHT PROPERTY MANAGEMENT

MANCHESTER-BOSTON REGIONAL AIRPORT

TENANT LEASE EXHIBIT

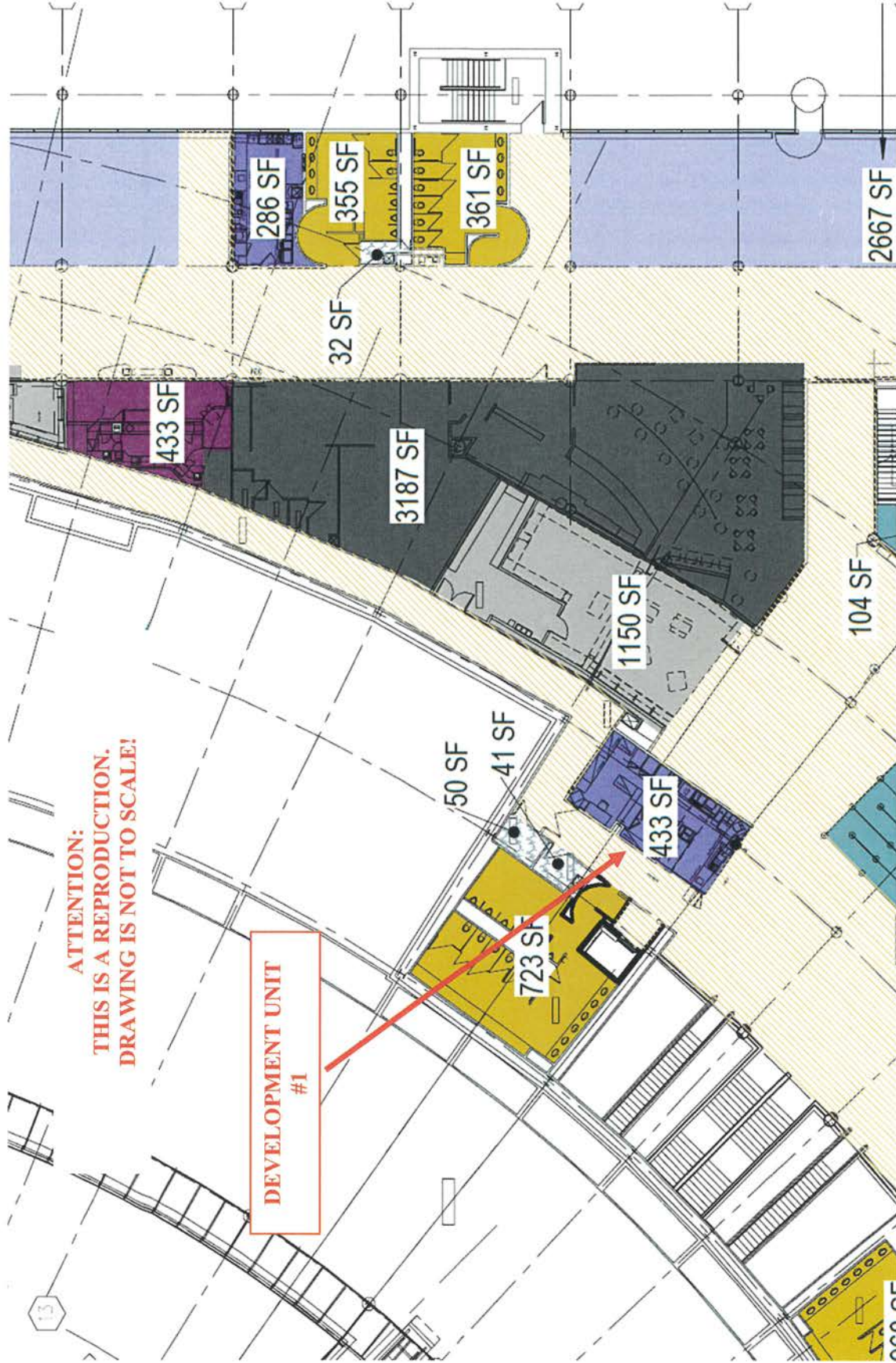
LEVEL 2

SCALE: 1" = 30'-0"

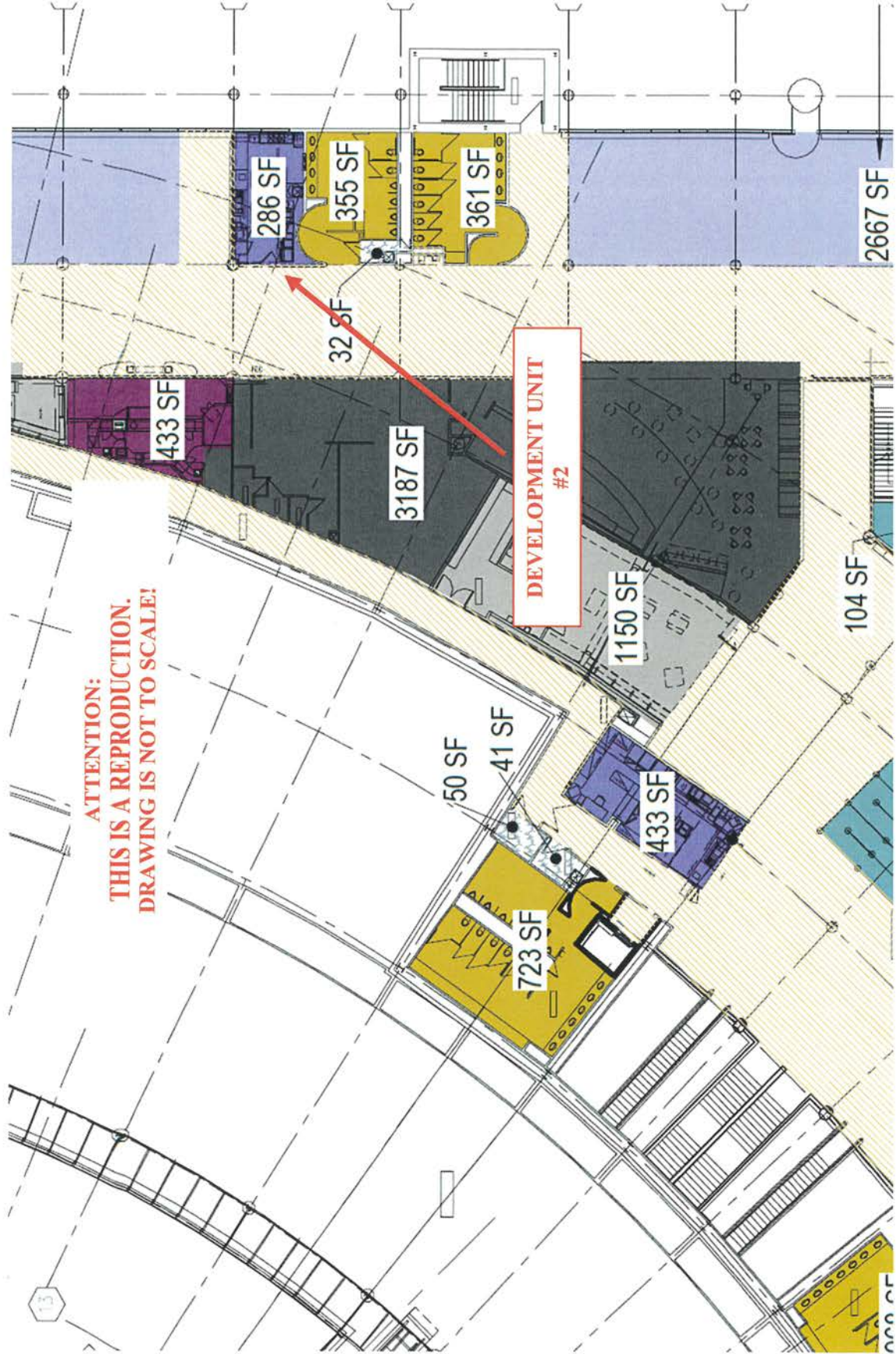
11/16/2022



DEVELOPMENT UNIT #1



DEVELOPMENT UNIT #2



APPENDIX C: SOUTHWEST AIRLINES GATE AREA CONSUMER SEGMENTATION



MHT Southwest Airlines Gate Area Consumer Segmentation

Analysis Summary Report

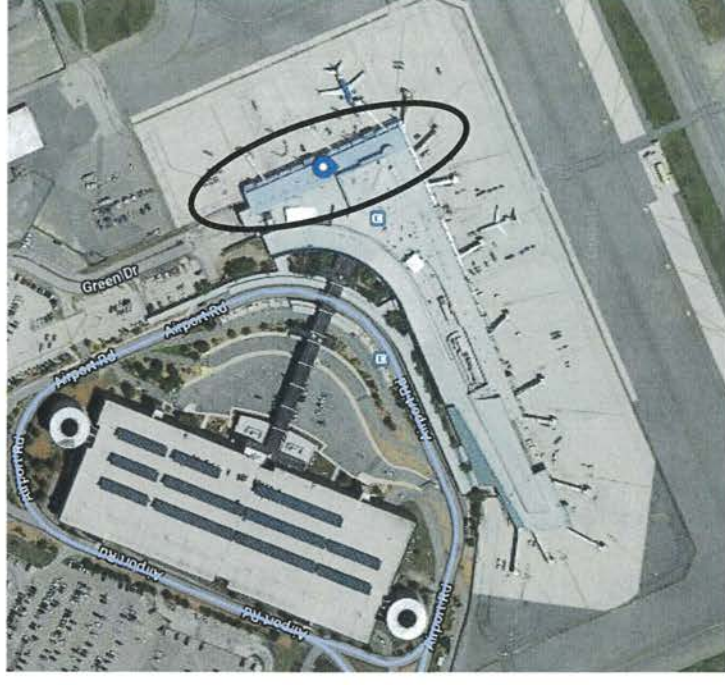
September 2022



Background & Method

Placer.ai mobile device tracking data analyzed for consumer segments

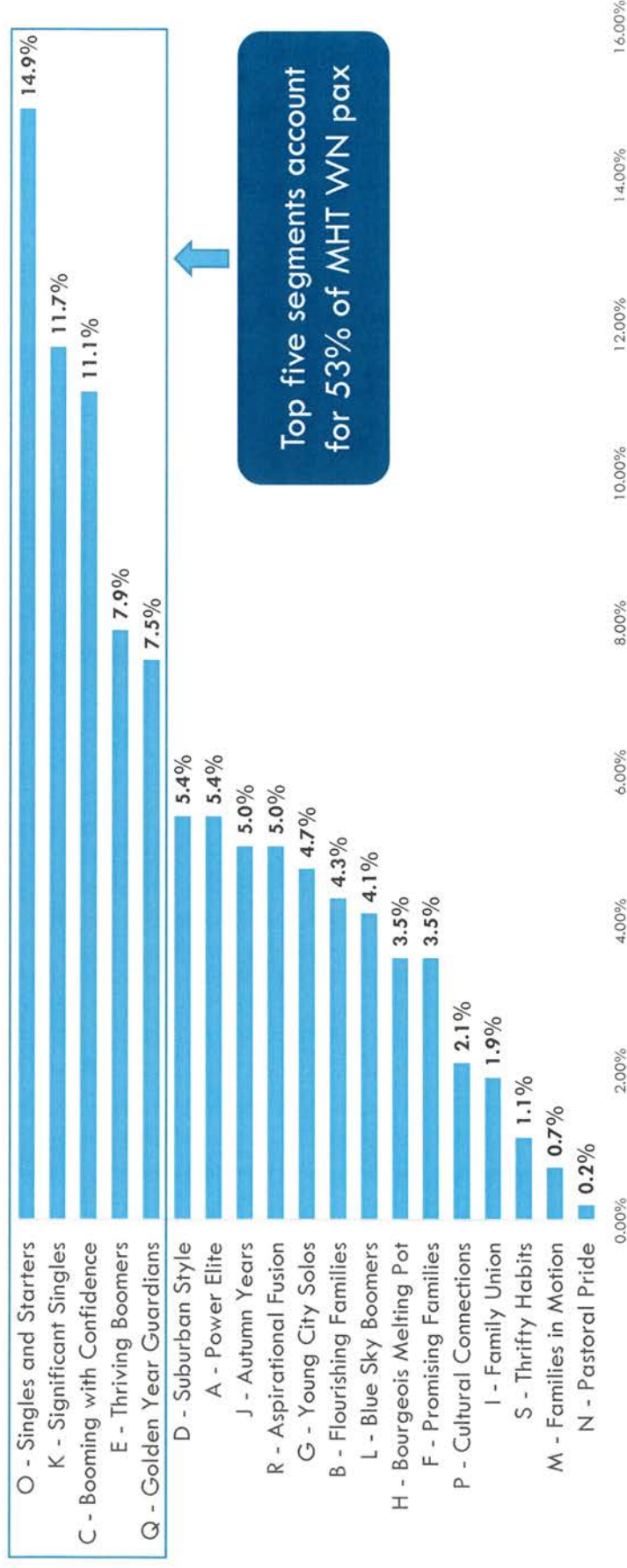
- MHT request to analyze consumer segmentation data for Southwest Airlines holding room area
- Segmentation data to be utilized in evaluation of potential airside beverage concessions opportunity
- Southwest gate area geo-fenced within Placer.ai with resulting segmentation data incorporated into analysis
- Segmentation based on visitors to the gate holding room area for a 12-month period starting September 2021



MHT WN gates – Pax share by segment

Five top segments account for over half of consumers in WN gates area

Consumer Segment Share



Singles & Starters: Overview

Younger and lower income consumer with urban preferences



Key features

- Rental housing
- Single adults
- Politically disengaged
- Engage via radio
- Foodies
- Digitally savvy



Who we are

Head of household age	Type of property
25–30	Multi-family: 101+ units
380 43.9%	316 14.9%
Household income	Household size
Less than \$15,000	1 person
161 16.0%	171 80.3%
Home ownership	Age of children
Renter	7–9
252 58.3%	100 11.0%

Channel preference



Technology adoption



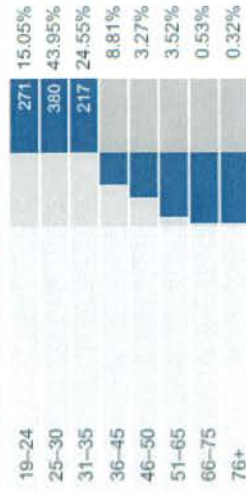
Wizards



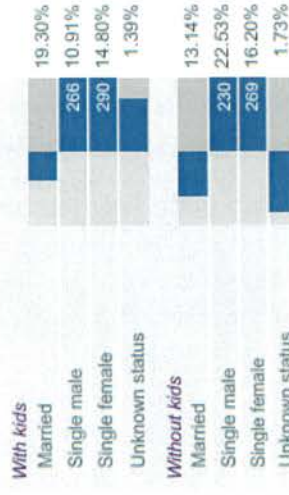
Singles & Starters: Demographics

84% under the age of 36 with 59% earning less than \$50K annually

Head of household age



Family structure



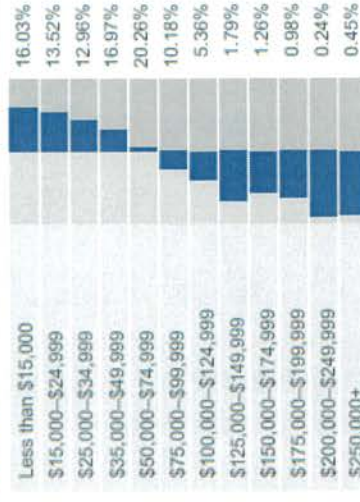
Home ownership



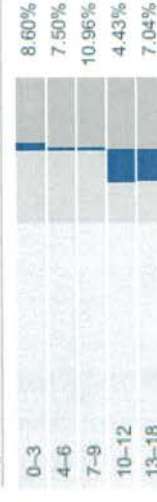
Education



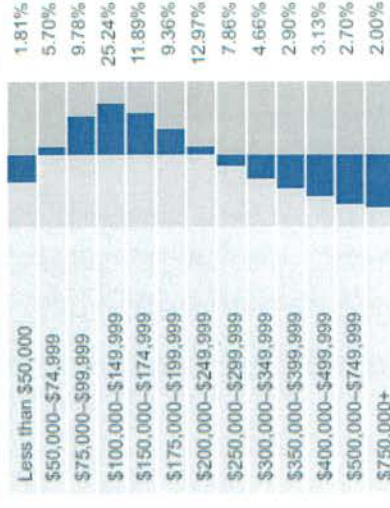
Income



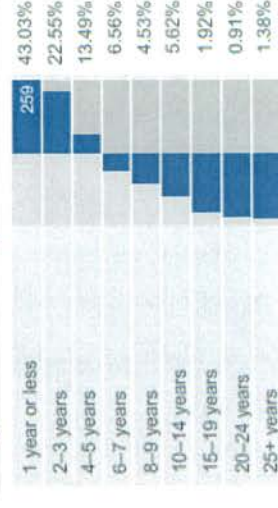
Age of children



Estimated current house value



Length of residency



Significant Singles: Overview

Prince conscious middle-aged (36-65) urbanite



Key features

- Renters
- Multi-family properties
- Quality matters
- Small households
- Financially risk averse
- Cultural interests



Who we are

Head of household age 51–65 109 29.7%	Type of property Multi-family: 3 units 443 12.2%
Household income \$35,000–\$49,999 120 15.6%	Household size 1 person 155 72.9%
Home ownership Renter 266 61.5%	Age of children 13–18 62 7.7%

Channel preference



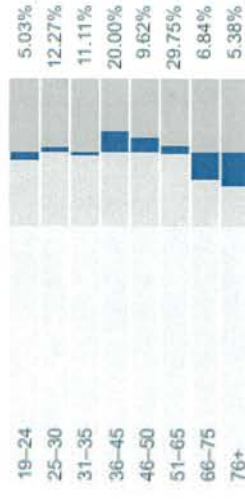
Technology adoption



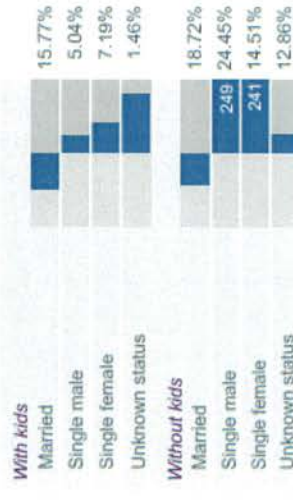
Significant Singles: Demographics

60% 36-65 years of age with half earning less than \$50K annually

Head of household age



Family structure



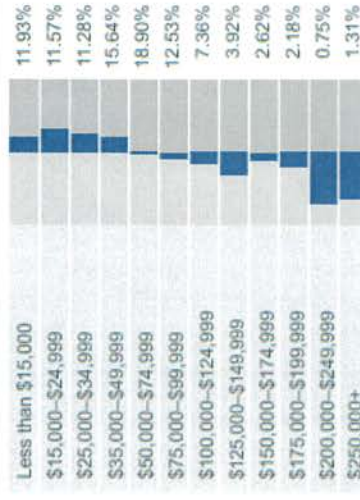
Home ownership



Education



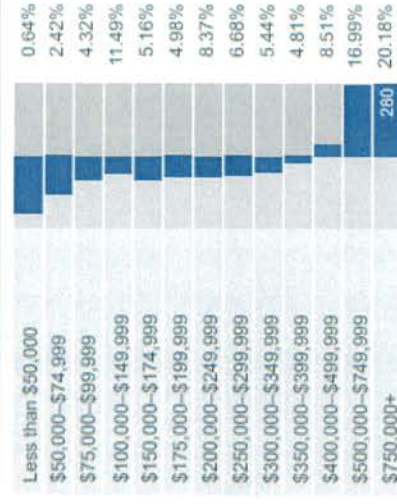
Income



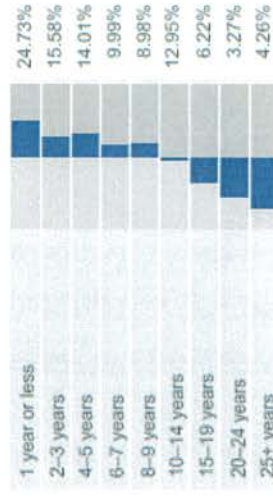
Age of children



Estimated current house value



Length of residency



Booming w/Confidence: Overview

Affluent and retired or nearing retirement



Key features

- Highly educated
- Affluent
- Upscale housing
- Savvy investors
- Tech apprentices
- Environmental philanthropists



Who we are

Head of household age	Type of property
51–65 207 56.8%	Single family 122 96.2%
Household income	Household size
\$100,000–\$124,999 205 17.9%	3 persons 162 21.3%
Home ownership	Age of children
Homeowner 143 91.4%	0–3 74 5.8%

Channel preference

42	150	4
49	218	186

Technology adoption

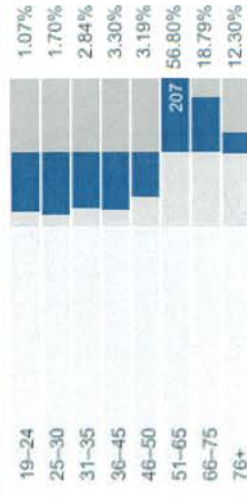


Apprentices

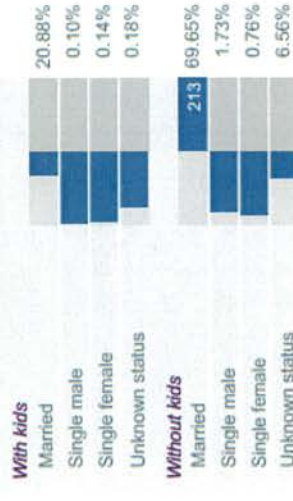
Booming w/Confidence: Demographics

88% over age 50 with 52% earning over \$100K annually

Head of household age



Family structure



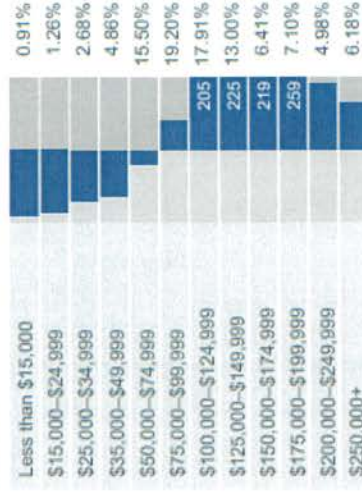
Home ownership



Education



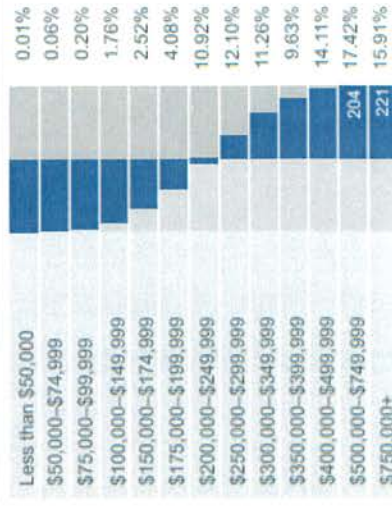
Income



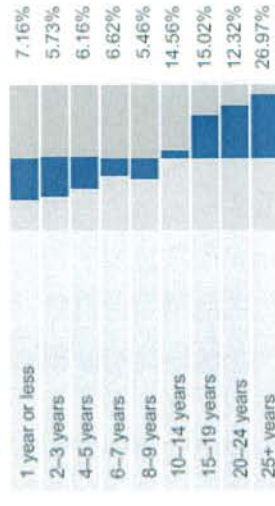
Age of children



Estimated current house value



Length of residency



Thriving Boomers: Overview

Middle income suburbanites nearing retirement age



Key features

- Middle class
- Suburban
- Politically independent
- Nature enthusiasts
- Married couples
- 60s/70s music lover



Who we are

Head of household age	Type of property
51–65	Single family
242 66.3%	112 88.5%
Household income	Household size
\$75,000–\$99,999	2 persons
169 23.0%	109 27.2%
Home ownership	Age of children
Homeowner	0–3
133 85.4%	36 2.9%

Channel preference



Technology adoption

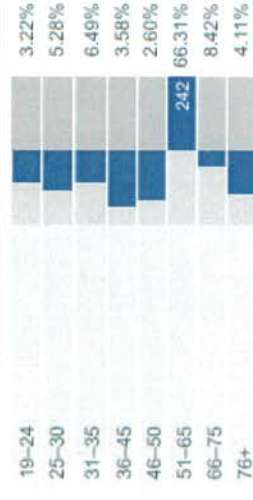


Apprentices

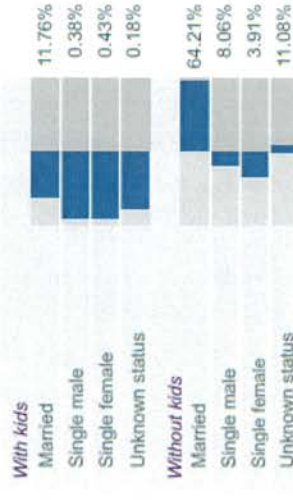
Thriving Boomers: Demographics

2/3 between 51-65 years of age with 63% earning \$50K-\$125K

Head of household age



Family structure



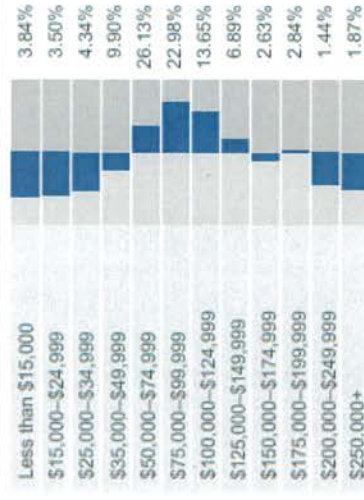
Home ownership



Education



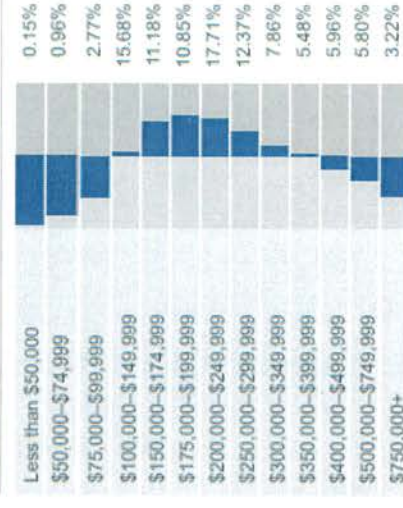
Income



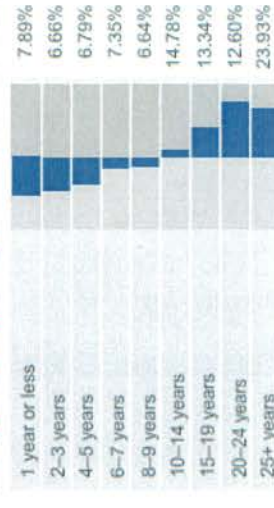
Age of children



Estimated current house value



Length of residency



Golden Year Guardians: Overview

Fixed income retirees



Key features

- Retired
- Health-conscious
- Tech novices
- Established credit
- Domestic holidays
- Cautious money managers



Who we are

Head of household age	Type of property
76+	Multi-family: 101+ units
546 53.1%	193 9.1%
Household income	Household size
\$15,000–\$24,999	1 person
229 20.2%	104 49.0%
Home ownership	Age of children
Homeowner	0–3
111 71.3%	5 0.4%

Channel preference

43	182	10
10	51	11

Technology adoption

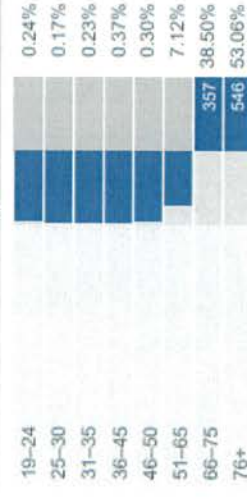


Novices

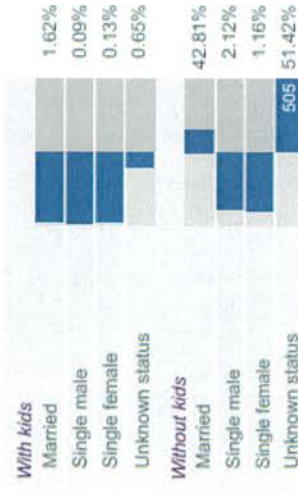
Golden Year Guardians: Demographics

53% over the age of 75 with 55% having incomes below \$35K annually

Head of household age



Family structure



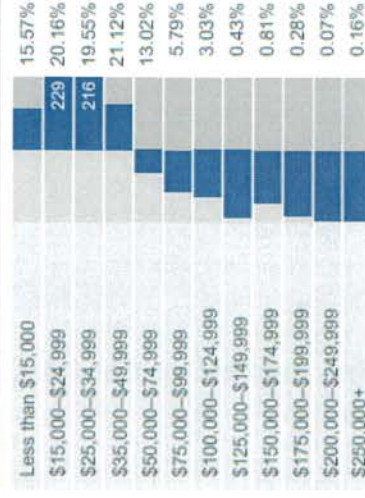
Home ownership



Education



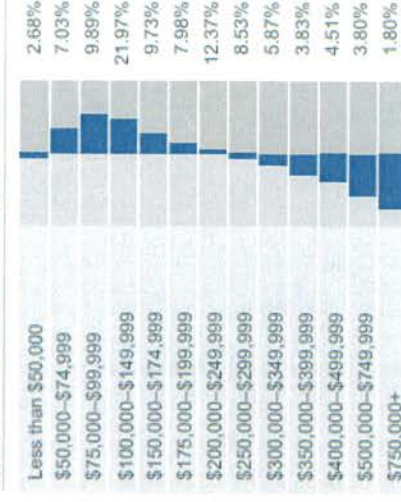
Income



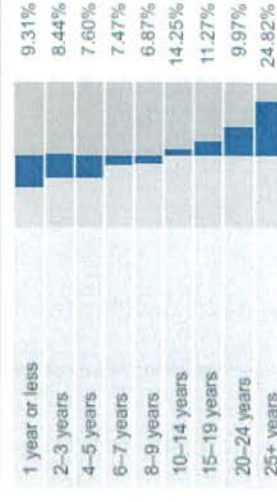
Age of children



Estimated current house value



Length of residency



Summary of segment characteristics

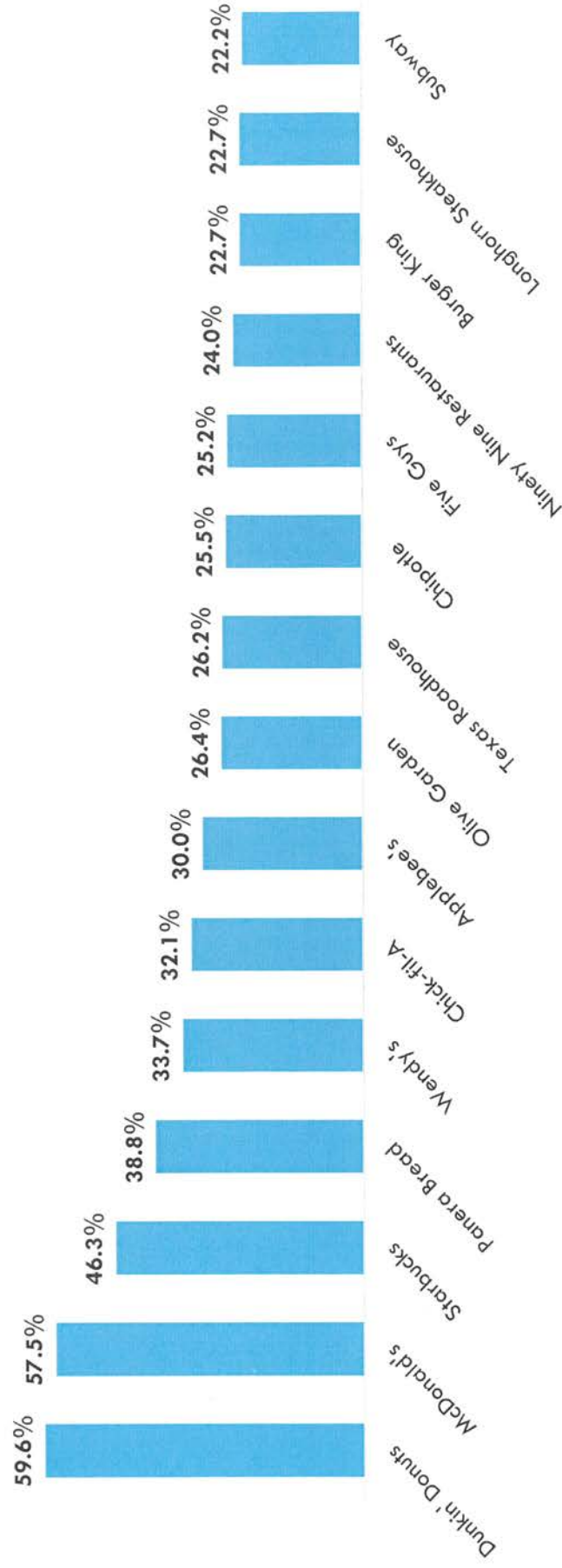
Segments collapse into three clusters based on life stage

	Segment	Age	Income	Life Stage	Consumer Habits
Modern Urbanites	Singles & Starters	<35	<\$50K	Starting career	Value conscious but gravitates to independent or socially conscious brands
	Significant Singles	36-50	<\$50K	Mid-Career	Value considered, but willing to pay modest premium for quality
Suburban Empty Nesters	Booming with Confidence	51-75	\$100K+	Newly retired or nearing retirement	Generation known for comfort in known brands, but resources to acquire premium goods
	Thriving Boomers	51-65	\$50K-\$125K	Nearing retirement	Comfort in known brands but greater focus on quality brands
Fixed Income Seniors	Golden Year Guardians	66+	<\$35K	Retired	Fixed income and relies on known brands with familiar experiences

F&B usage penetration for all segments

60% of WN MHT pax visited a Dunkin' Donuts in the previous year

Percentage Visitation by Chain in the Previous Year for All WN MHT Gate Users



Segment implications for MHT beverage program

- Chain brands that offer beverage variety will align with each of the dominant segments/clusters for MHT's Southwest gates
 - While modern urbanites appreciate independent brands, they're heavy users of non-traditional beverage products (tees, specialty coffees, etc.)
 - Fixed income seniors gravitate to traditional drip coffees and fountain drinks, while suburban empty nesters represent a mix
 - Chain coffee brands reflected in existing preferences
- Dunkin's strong regional brand equity reflected in heavy usage (60%) among passengers visiting the Southwest gate area
 - Chain QSR brands like Dunkin' align with value conscious consumers, which also aligns with Southwest's own segments
 - Three of the identified segments maintain lower than average income levels commensurate with QSR brand appeal

APPENDIX D: MHT TERMINAL CONSUMER SEGEMENTATION



MHT Terminal Consumer Segmentation

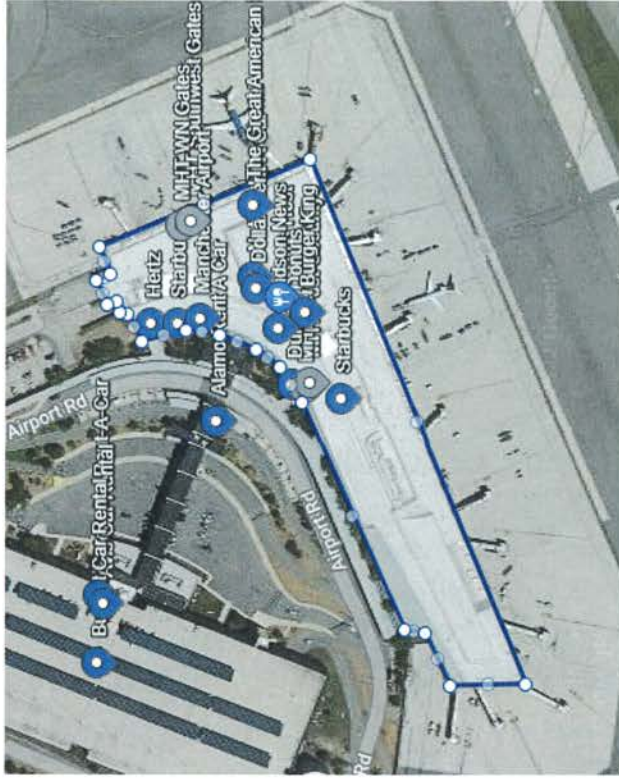
Analysis Summary Report

September 2022



Background & Method

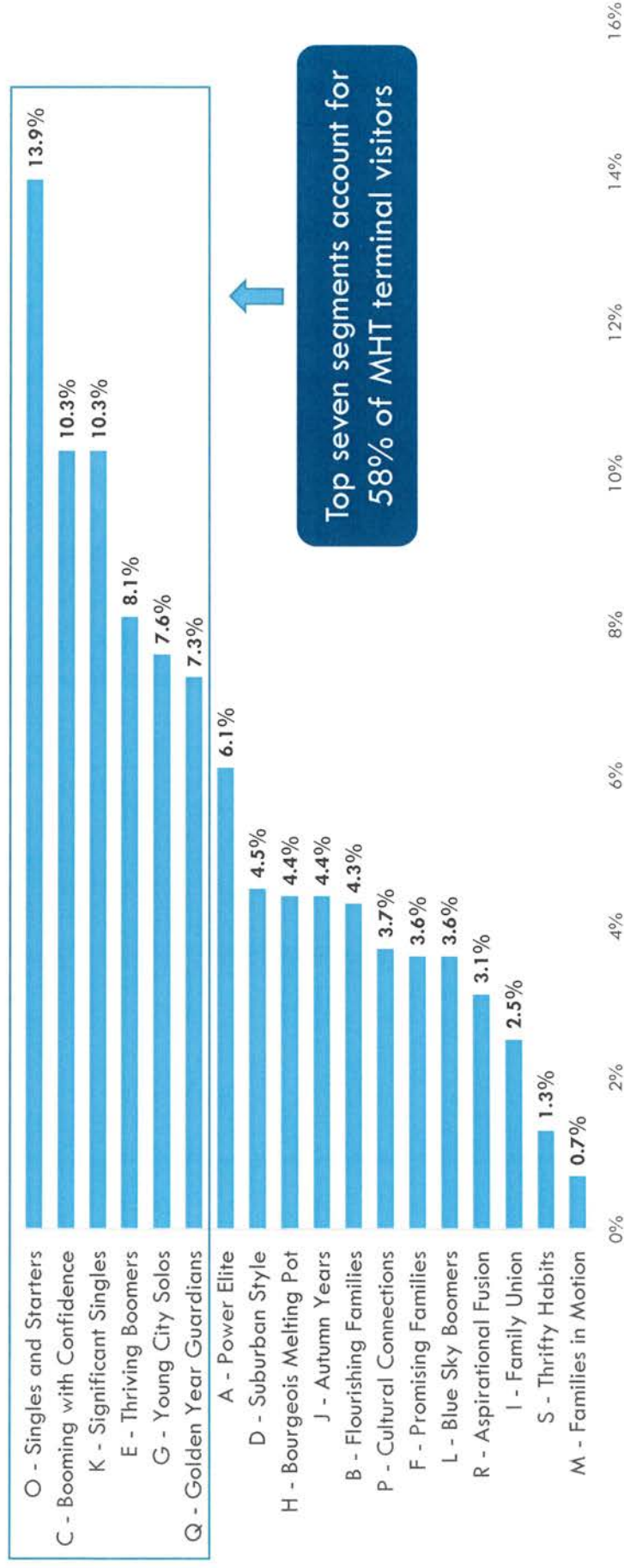
- MHT request to analyze consumer segmentation data for the pre and post-security terminal areas
- Segmentation data to be utilized in evaluation of potential landside beverage concessions opportunity
- Pre and post-security terminal areas geo-fenced within Placer.ai to track visitor segments for the terminal area
- Segmentation based on visitors to the terminal for a 12-month period starting September 2021



MHT terminal area – Pax share by segment

The five largest segments account for 58% of total terminal users

Consumer Segment Share



Singles & Starters: Overview

Younger and lower income consumer with urban preferences



Key features

- Rental housing
- Single adults
- Politically disengaged
- Engage via radio
- Foodies
- Digitally savvy



Who we are

Head of household age	Type of property
25–30	Multi-family: 101+ units
380 43.9%	316 14.9%
Household income	Household size
Less than \$15,000	1 person
161 16.0%	171 80.3%
Home ownership	Age of children
Renter	7–9
252 58.3%	100 11.0%

Channel preference

141	66	293
195	35	41

Technology adoption



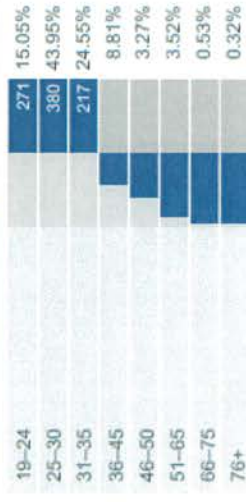
Wizards



Singles & Starters: Demographics

84% under the age of 36 with 59% earning less than \$50K annually

Head of household age



Family structure



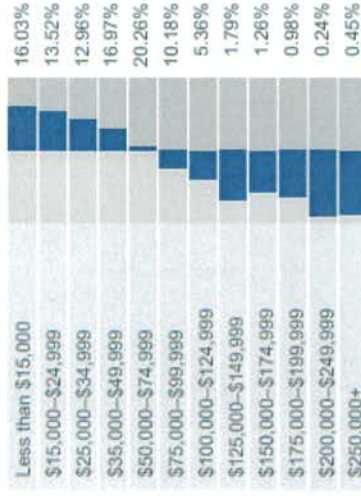
Home ownership



Education



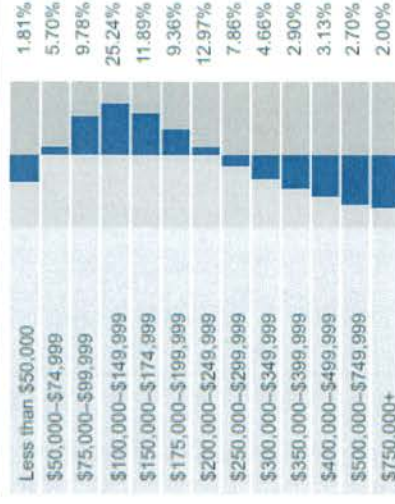
Income



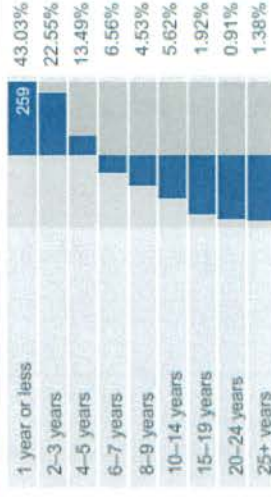
Age of children



Estimated current house value



Length of residency



Booming w/Confidence: Overview

Affluent and retired or nearing retirement



Key features

- Highly educated
- Affluent
- Upscale housing
- Savvy investors
- Tech apprentices
- Environmental philanthropists



Who we are

Head of household age	
51–65	
207	56.8%

Type of property	
Single family	
122	96.2%

Household income	
\$100,000–\$124,999	
205	17.9%

Household size	
3 persons	
162	21.3%

Home ownership	
Homeowner	
143	91.4%

Age of children	
0–3	
74	5.8%

Channel preference

	42		150		4
	49		218		186

Technology adoption

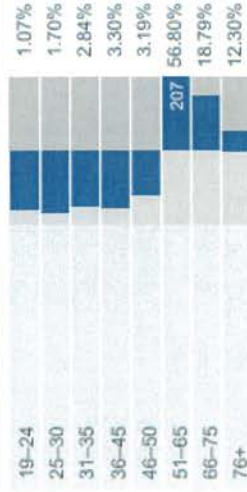


Apprentices

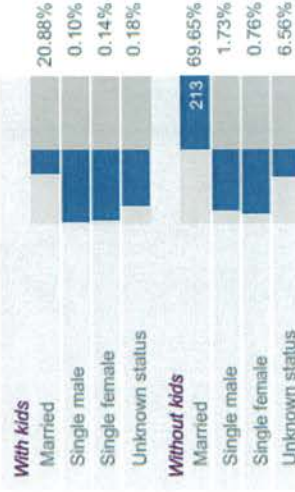
Booming w/Confidence: Demographics

88% over age 50 with 52% earning over \$100K annually

Head of household age



Family structure



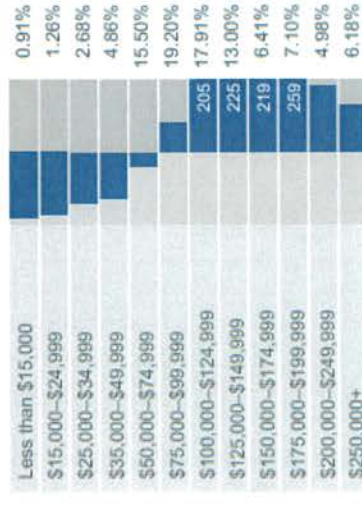
Home ownership



Education



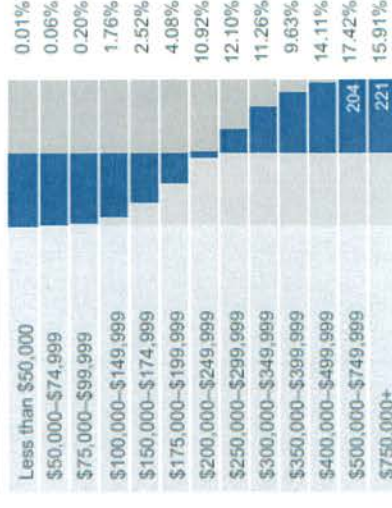
Income



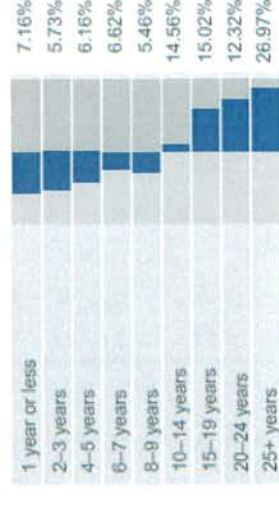
Age of children



Estimated current house value



Length of residency



Significant Singles: Overview

Prince conscious middle-aged (36-65) urbanite



Key features

- Renters
- Multi-family properties
- Quality matters
- Small households
- Financially risk averse
- Cultural interests



Who we are

Head of household age	Type of property
51-65	Multi-family: 3 units
109 29.7%	443 12.2%
Household income	Household size
\$35,000-\$49,999	1 person
120 15.6%	155 72.9%
Home ownership	Age of children
Renter	13-18
266 61.5%	62 7.7%

Channel preference

131	92	100
162	103	55

Technology adoption

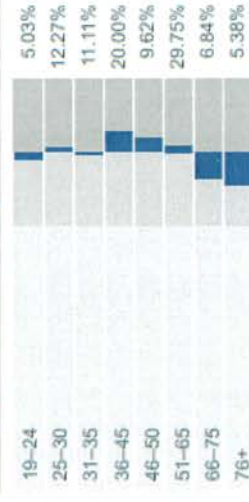


Journeymen

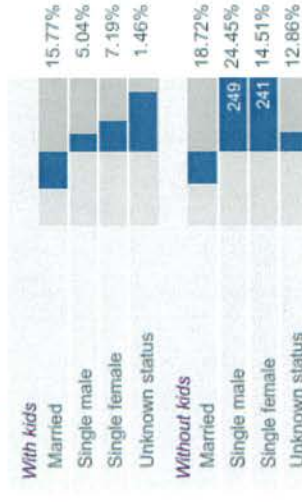
Significant Singles: Demographics

60% 36-65 years of age with half earning less than \$50K annually

Head of household age



Family structure



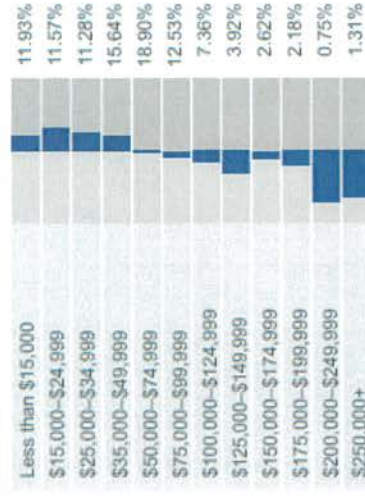
Home ownership



Education



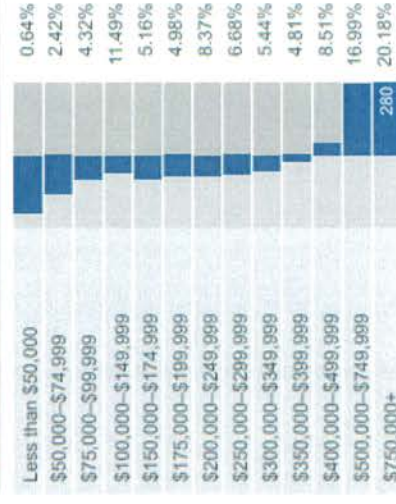
Income



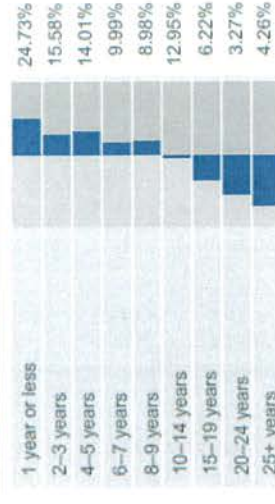
Age of children



Estimated current house value



Length of residency



Thriving Boomers: Overview

Middle income suburbanites nearing retirement age



Key features

- Middle class
- Suburban
- Politically independent
- Nature enthusiasts
- Married couples
- 60s/70s music lover



Who we are

Head of household age	Type of property
51–65 242 66.3%	Single family 112 88.5%

Household income	Household size
\$75,000–\$99,999 169 23.0%	2 persons 109 27.2%

Home ownership	Age of children
Homeowner 133 85.4%	0–3 36 2.9%

Channel preference

34	96	9
41	81	143

Technology adoption

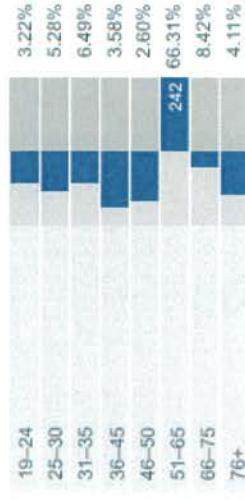


Apprentices

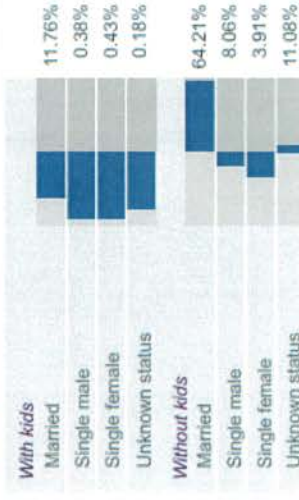
Thriving Boomers: Demographics

2/3 between 51-65 years of age with 63% earning \$50K-\$125K

Head of household age



Family structure



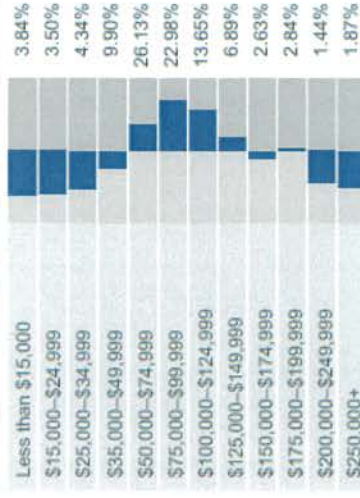
Home ownership



Education



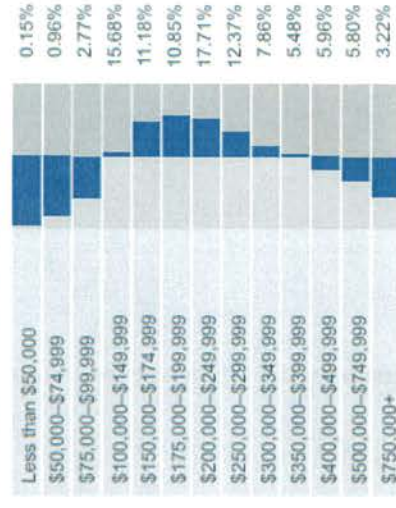
Income



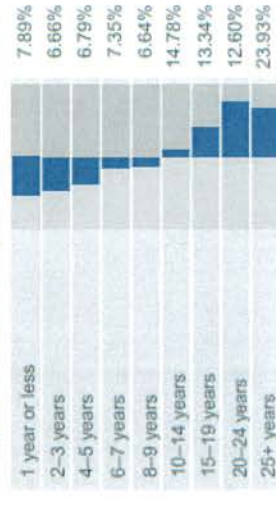
Age of children



Estimated current house value



Length of residency



Young City Solos: Overview

Career oriented and well educated young urban professionals









Key features

- Singles
- Downtown commuters
- Apartment dwellers
- Active lifestyles
- Career-driven
- Liberal



Who we are

Head of household age  25–30 305 35.3%	Type of property  Multi-family: 101+ units 302 14.2%
Household income  \$75,000–\$99,999 133 18.2%	Household size  1 person 182 85.3%
Home ownership  Renter 187 43.3%	Age of children  13–18 25 3.1%

Channel preference



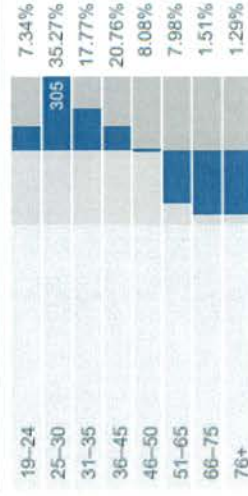
Technology adoption



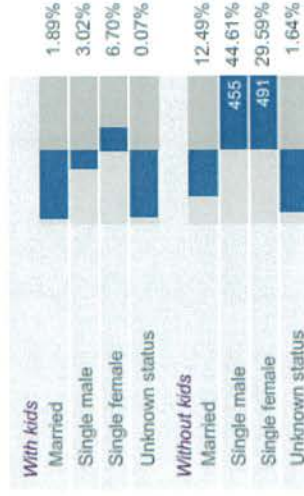
Young City Solos: Demographics

Three-quarters between 25-45 years of age with \$100K median income

Head of household age



Family structure



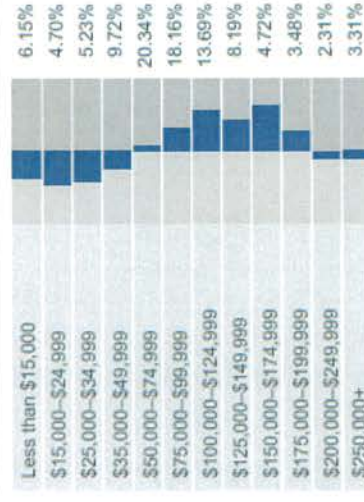
Home ownership



Education



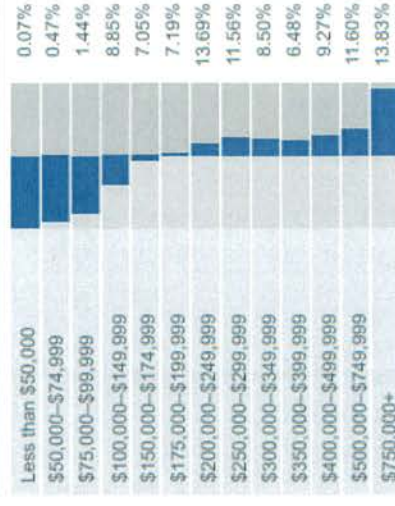
Income



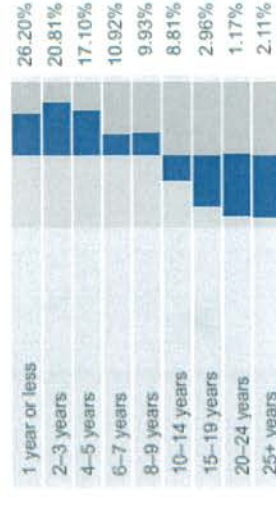
Age of children



Estimated current house value



Length of residency



Golden Year Guardians: Overview

Fixed income retirees



Key features

- Retired
- Health-conscious
- Tech novices
- Established credit
- Domestic holidays
- Cautious money managers



Who we are

Head of household age	Type of property
76+	Multi-family: 101+ units
546 53.1%	193 9.1%
Household income	Household size
\$15,000–\$24,999	1 person
229 20.2%	104 49.0%
Home ownership	Age of children
Homeowner	0–3
111 71.3%	5 0.4%

Channel preference

43	182	10
10	51	11

Technology adoption

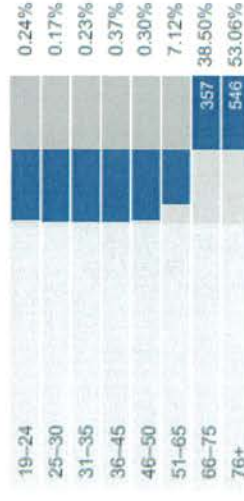


Novices

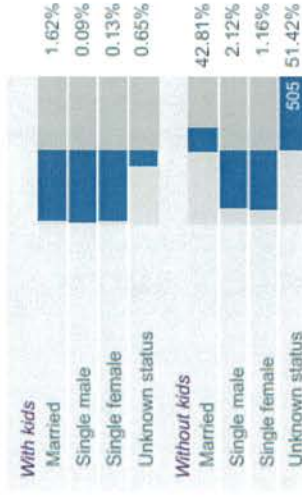
Golden Year Guardians: Demographics

53% over the age of 75 with 55% having incomes below \$35K annually

Head of household age



Family structure



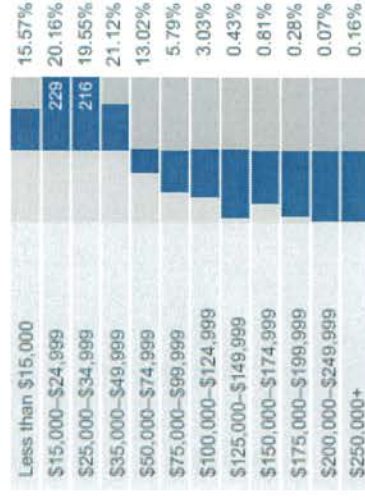
Home ownership



Education



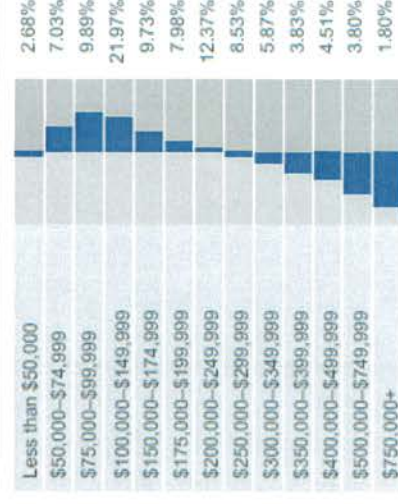
Income



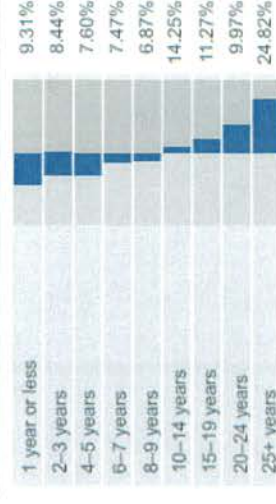
Age of children



Estimated current house value









Length of residency



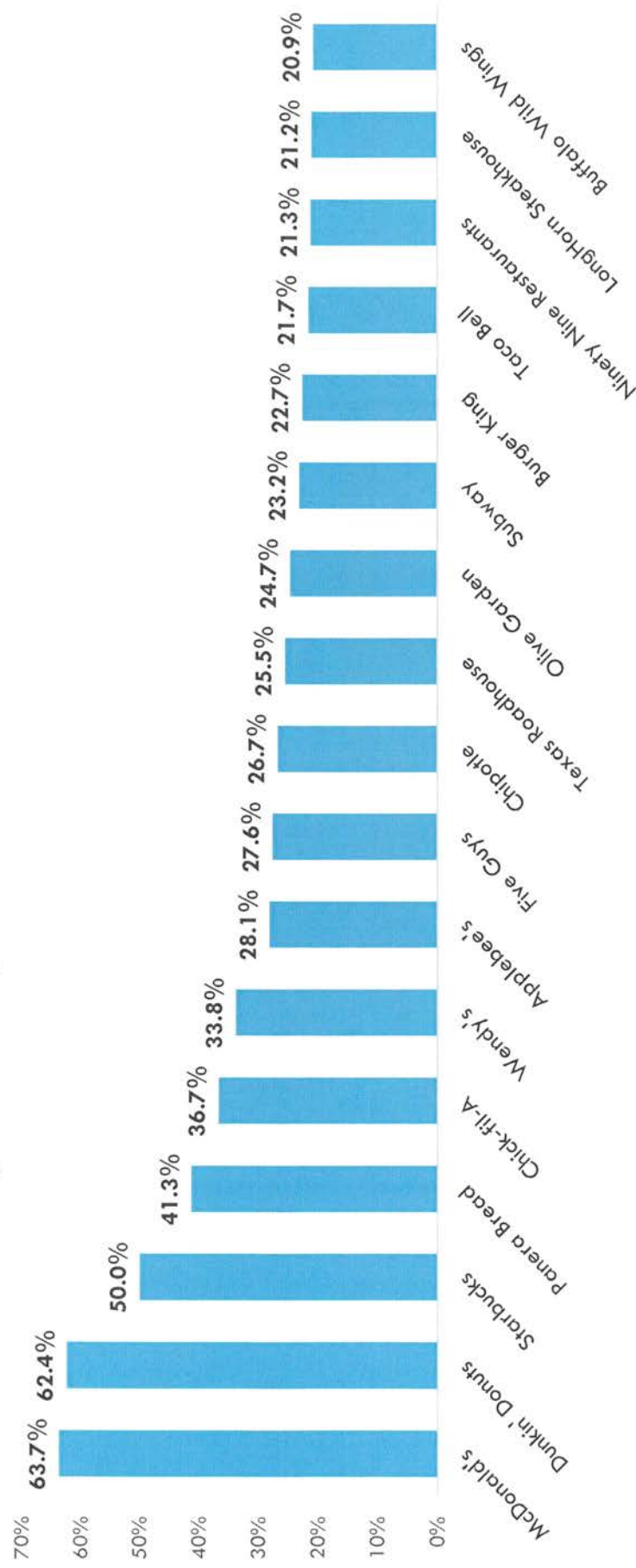
Summary of segment characteristics

Segments collapse into three clusters based on life stage

	Segment	Age	Income	Life Stage	Consumer Habits
Modern Urbanites	 Singles & Starters	<35	<\$50K	Starting career	Value conscious but gravitates to independent or socially conscious brands
	 Significant Singles	36-50	<\$50K	Mid-Career	Value considered, but willing to pay modest premium for quality
	 Young City Solos	25-45	\$100k	Early to Mid-Career	Preference for independent and on-trend brands supported by high disposable income
Suburban Empty Nesters	 Booming with Confidence	51-75	\$100K+	Newly retired or nearing retirement	Generation known for comfort in known brands, but resources to acquire premium goods
	 Thriving Boomers	51-65	\$50K-\$125K	Nearing retirement	Comfort in known brands but greater focus on quality brands
Fixed Income Seniors	 Golden Year Guardians	66+	<\$35K	Retired	Fixed income and relies on known brands with familiar experiences

F&B usage penetration for all segments
 62% of MHT terminals users visited a Dunkin' Donuts in the previous year

Percentage Visitation by Chain in the Previous Year for All MHT Gate Users



Segment implications for MHT beverage program

- MHT terminal users predominantly split between three segmented clusters – modern urbanites, suburban empty nesters and a small segment of fixed income seniors
 - Modern urbanites favor independent brands and specialty beverages, though only one segment (Young City Solos) aligns with premium brands
 - Suburban empty nesters gravitate to established brands, but maintain disposable income levels necessary to support specialty options
 - Fixed income seniors maintain low discretionary income, gravitate to known brands, and prefer simple drip coffees and teas to specialty products
- Compared to the WN gate analysis, overall MHT users maintain a slightly higher income commensurate with full-fare mainline carrier usage and the inclusion of business travelers
 - Terminal users at large more likely than WN gate area users to support independent and higher end brands, though collectively share many of the same preferences

APPENDIX E: MHT TERMINAL PASSENGER DEMOGRAPHICS



MHT Terminal & Passenger Demographics

Analysis Summary Report

September 2022



Background & Method

- Placer.ai mobile device tracking data analyzed for demographic characteristics of visitors to specific MHT terminal areas
- This analysis looks specifically at three areas:
 - MHT terminal building (airside & landside)
 - Southwest Airlines gate area
 - American Airlines gate area
- Report includes average visitation times, visitor income levels and ethnicity
- Age data is provided at the trade area level – that is, it reflects demographics of the areas from which MHT visitors originate rather than for the Airport directly



Manchester·Boston
REGIONAL AIRPORT

MHT terminal analysis

CMT geo-fenced the entire landside/airside area of the terminal to capture data for all terminal users

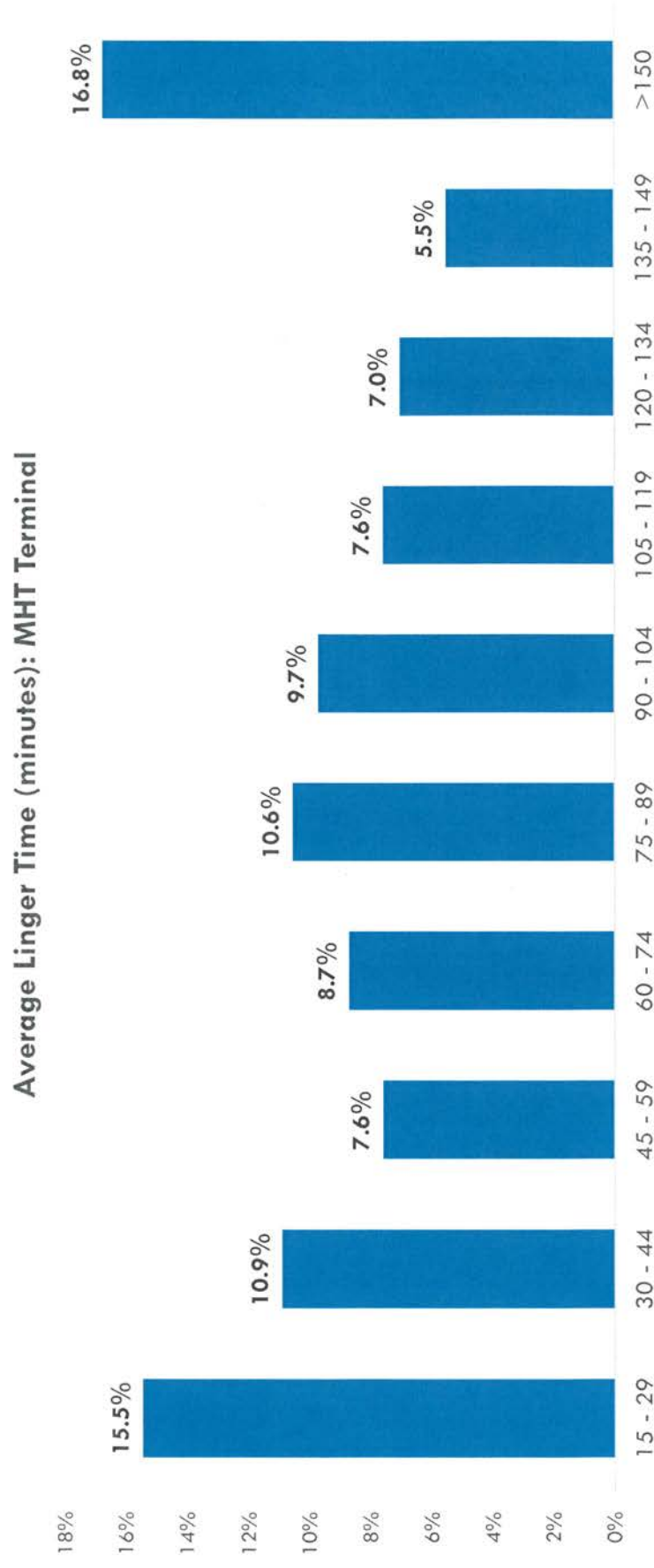
Findings

- The average MHT terminal visitor spends 101-minutes on site with 29% at 2+ hours
- 38% of MHT terminal visitors maintain household incomes of \$100K+
- The MHT terminal trade area over indexes for 18-35 year-olds when compared to the U.S. at large



MHT terminal area – Linger time

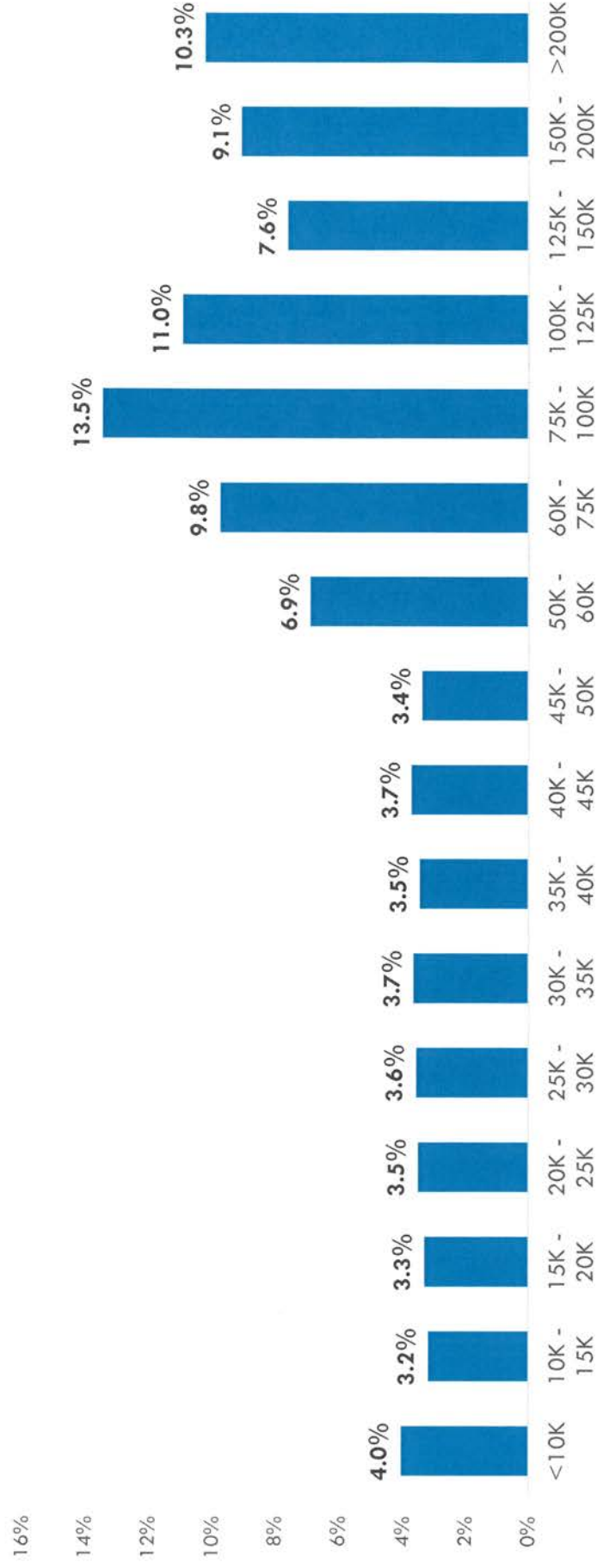
Average visit: 101-minutes; Median visit: 85-minutes



MHT terminal area – Income

Average income: \$103K; Median income: \$78K

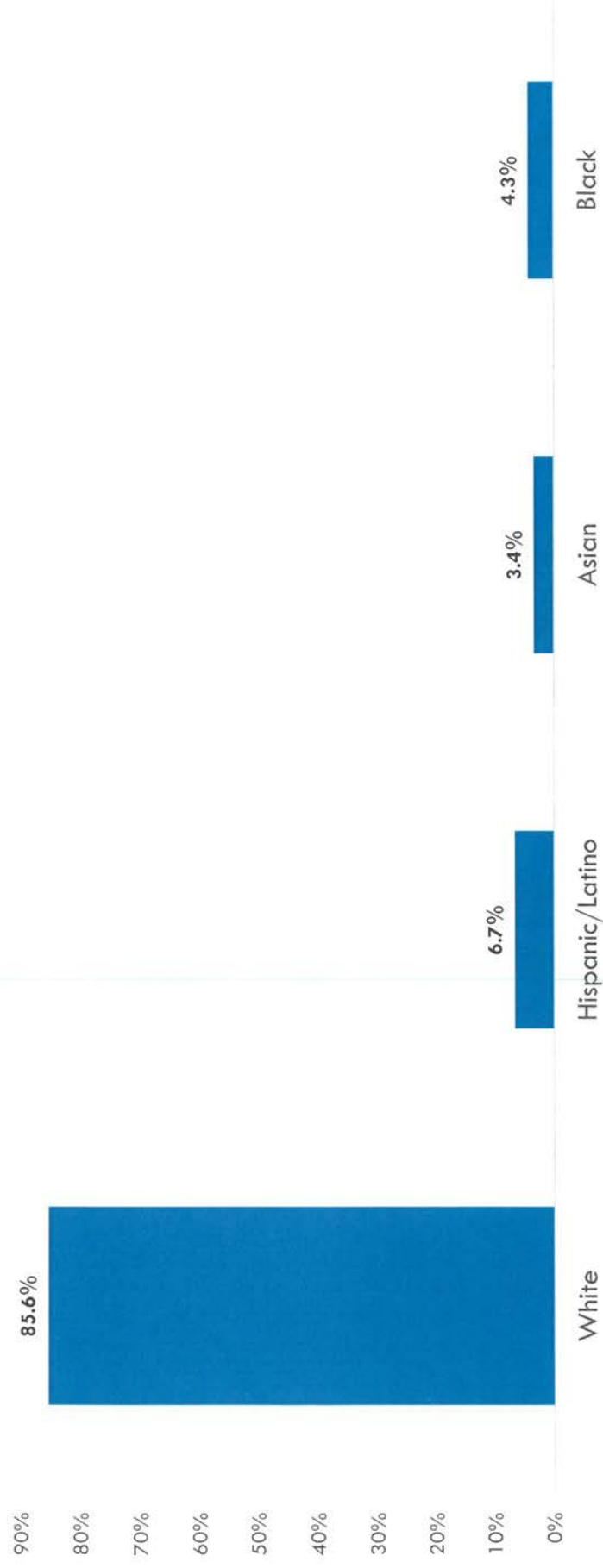
Household Income Distribution: MHT Terminal



MHT terminal area- Ethnicity

Estimated 86% of MHT terminal area visitors are white/Caucasian

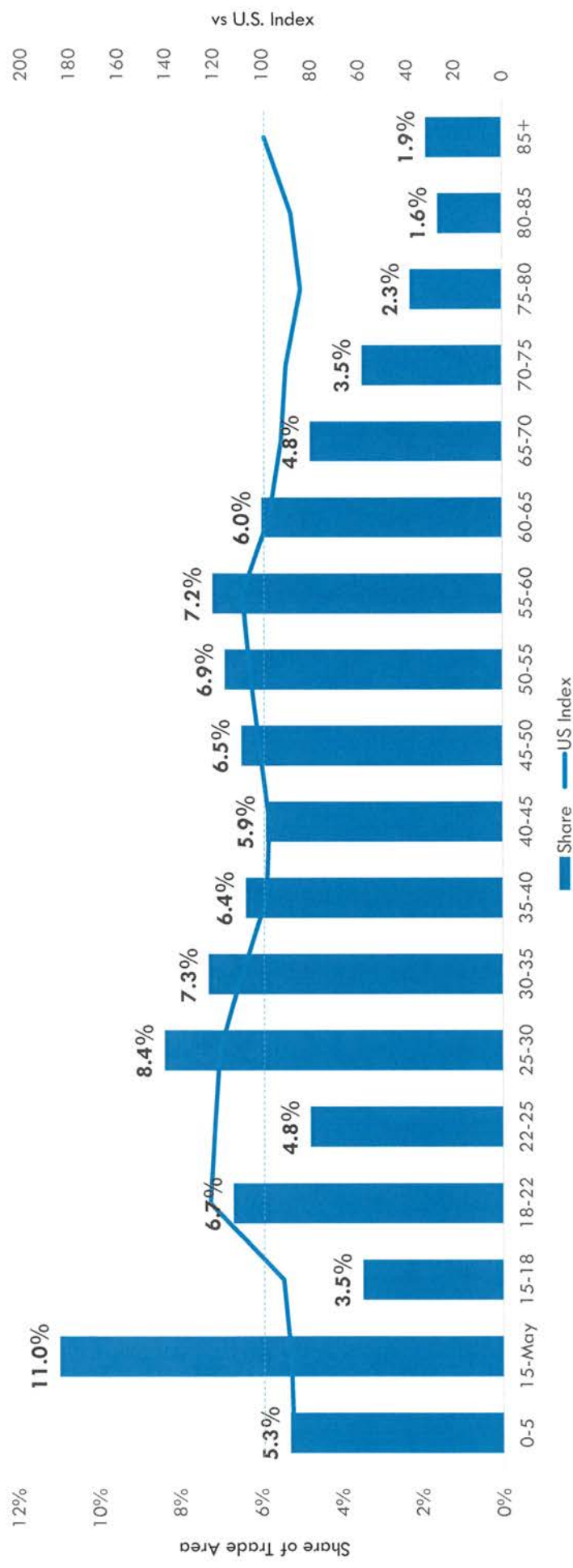
Ethnicity Distribution: MHT Terminal



MHT terminal area trade area – Age distribution

Trade market over indexes compared to U.S. for 18 to 35-year-olds

Trade Area Age Distribution: MHT Terminal

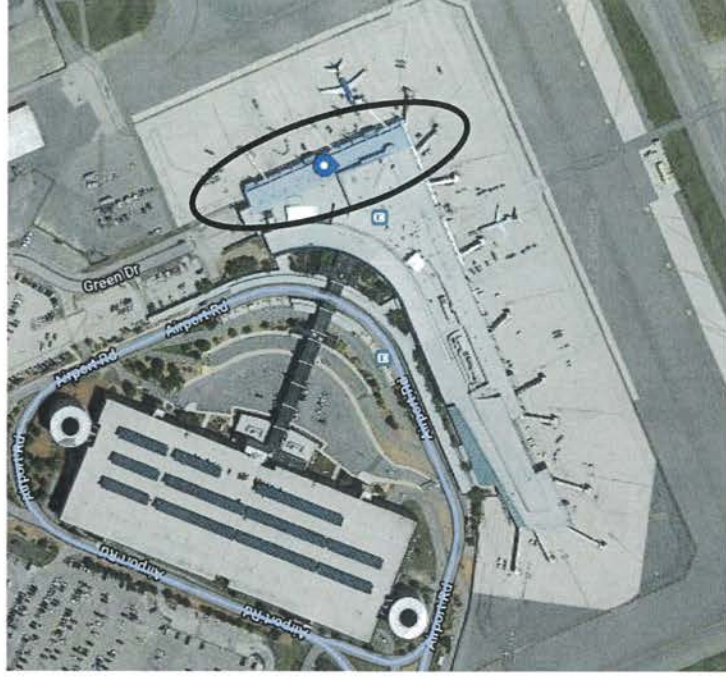


Southwest gate area analysis

CMT geo-fenced the area including and adjacent to gates 11-15

Findings

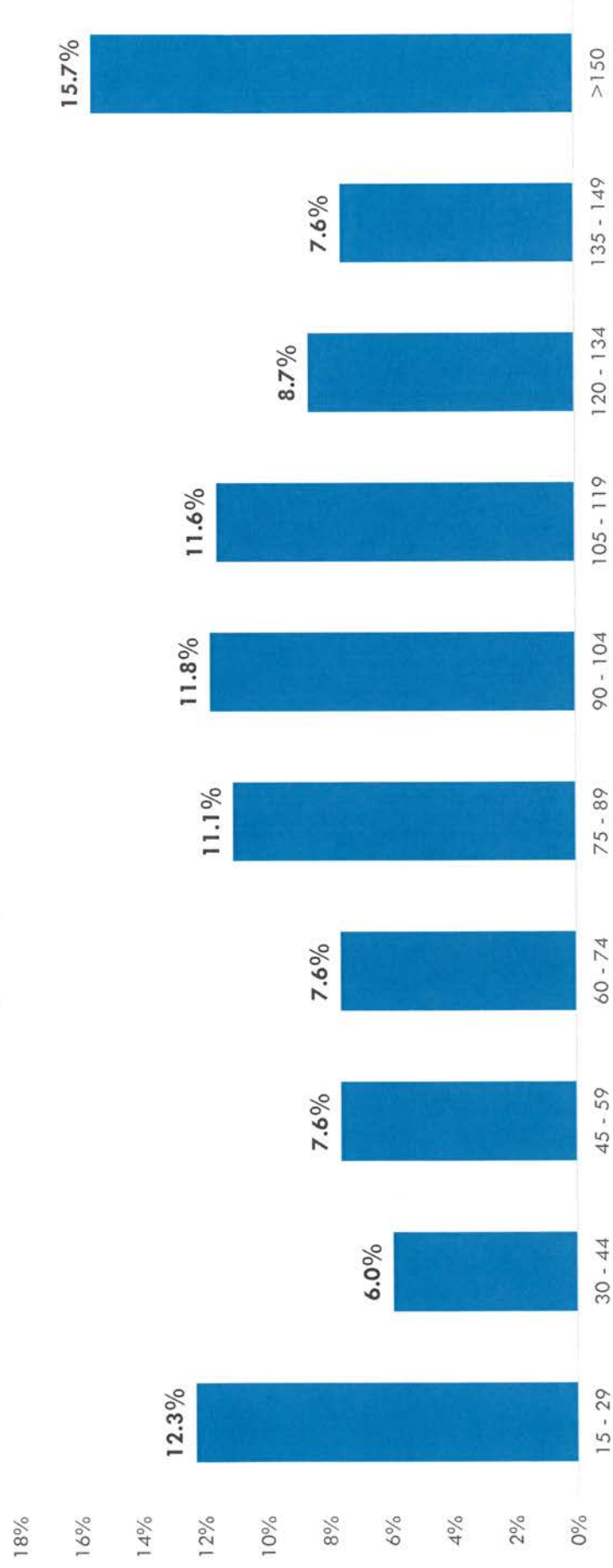
- WN gate area results were statistically similar to those for the entire terminal
- 32% of gate users visit the area for at least two hours
- Similar to entire terminal, 38% of visitors to the WN gates maintained income levels of \$100K or above



WN gate area- Linger time

Average visit: 100-minutes; Median visit: 97-minutes

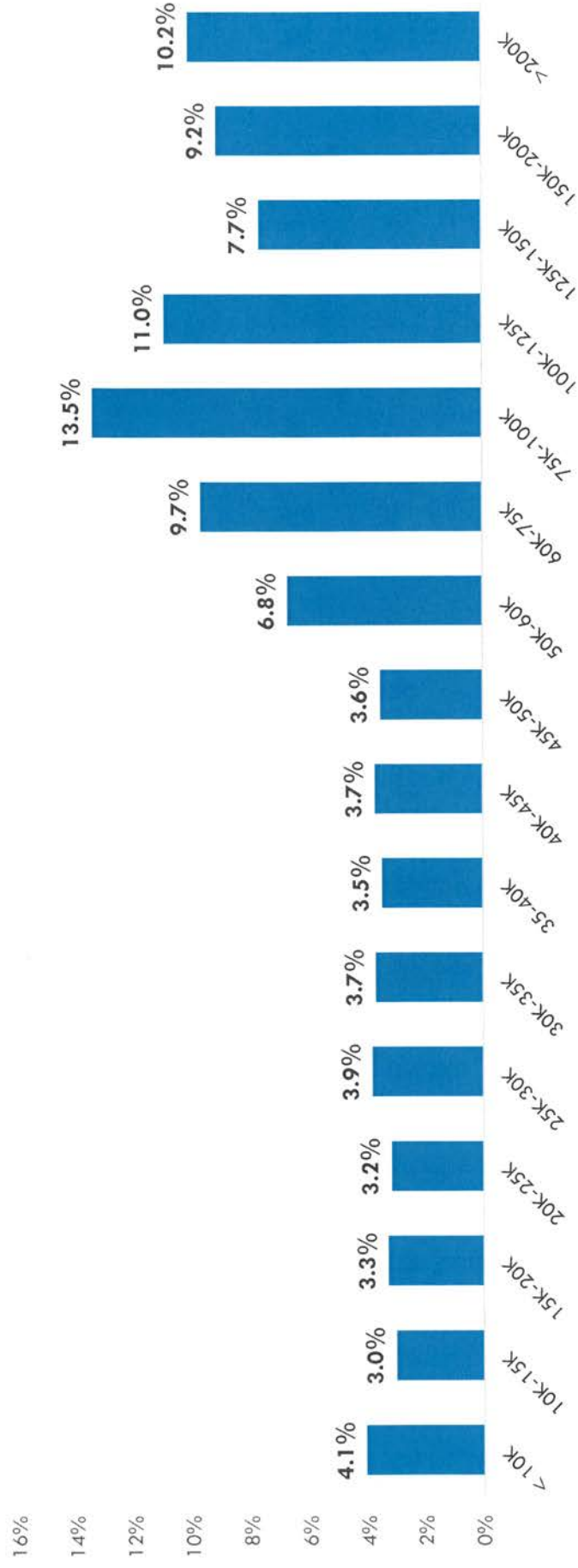
Average Linger Time (minutes): WN Gate Area



WN gate area – Income

Average income: \$103K; Median income: \$78K

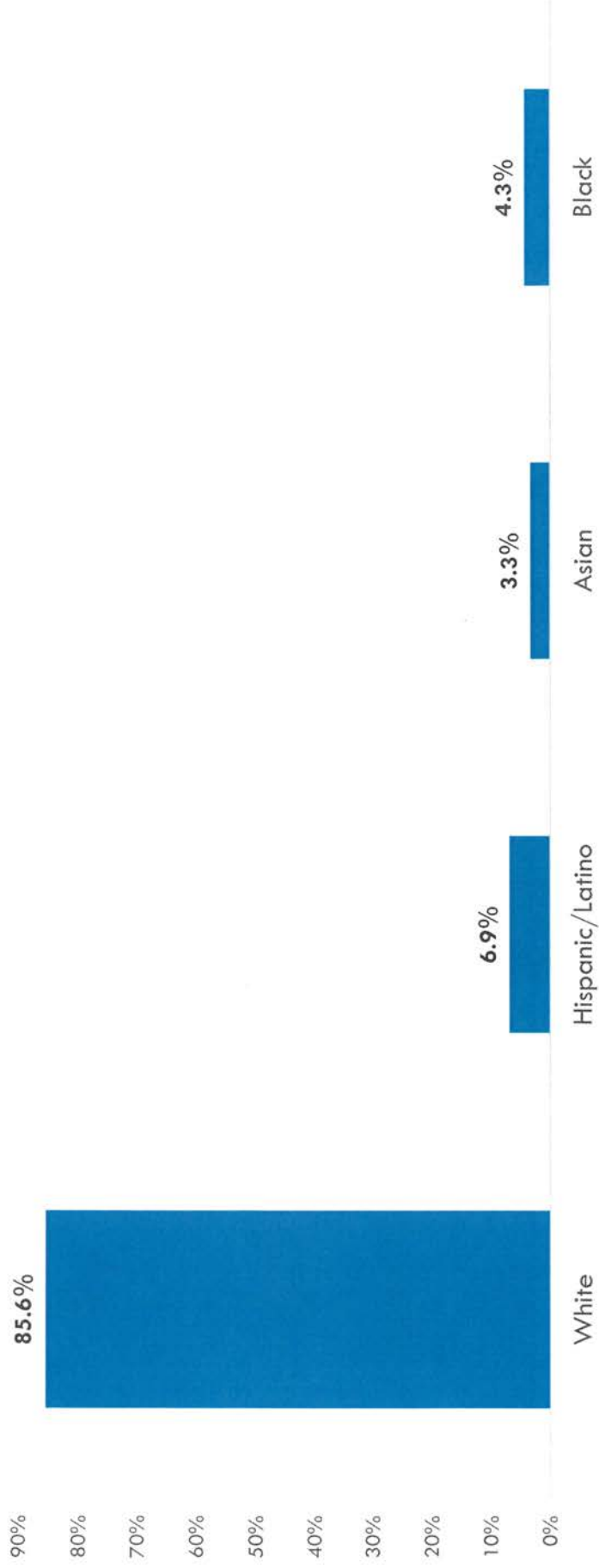
Household Income Distribution: WN Gate Area



WN gate area- Ethnicity

Estimated 86% of MHT terminal area visitors are white/Caucasian

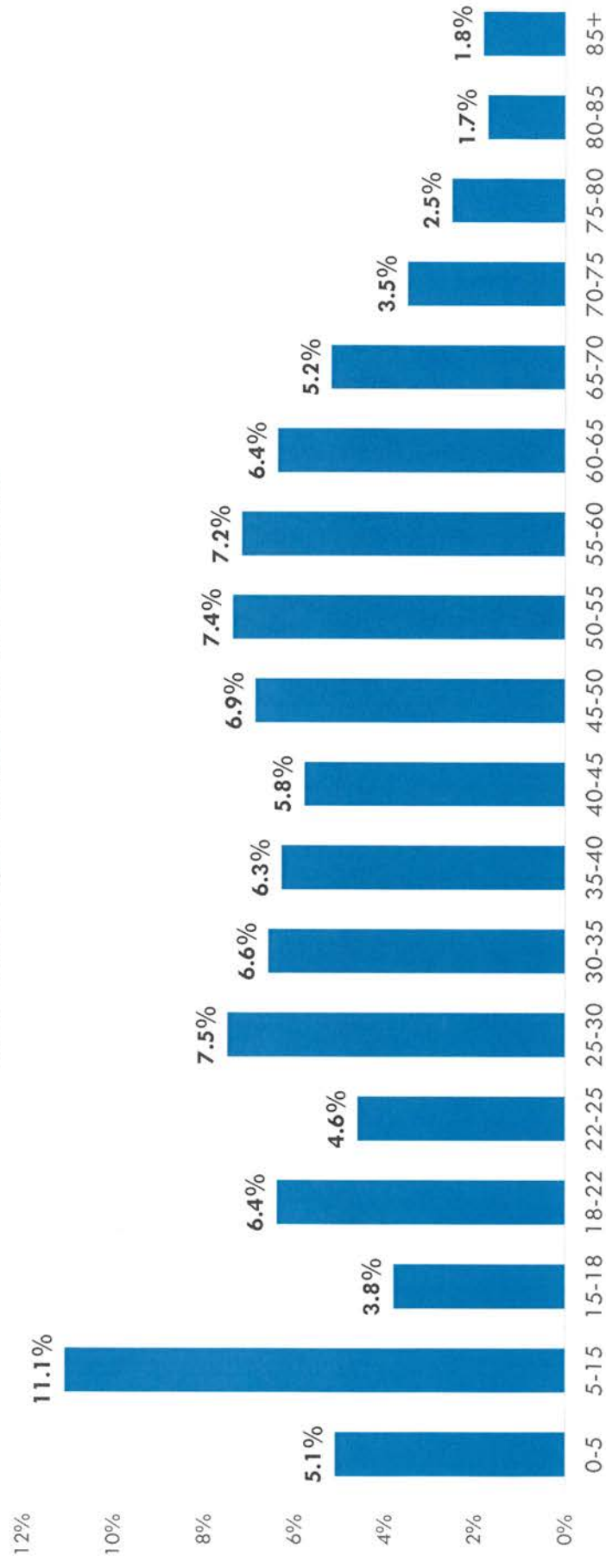
Ethnicity Distribution: WN Gate Area



WN gate area trade area – Age distribution

Trade market over indexes compared to U.S. for 18 to 35-year-olds

Trade Area Age Distribution: WN Gate Area

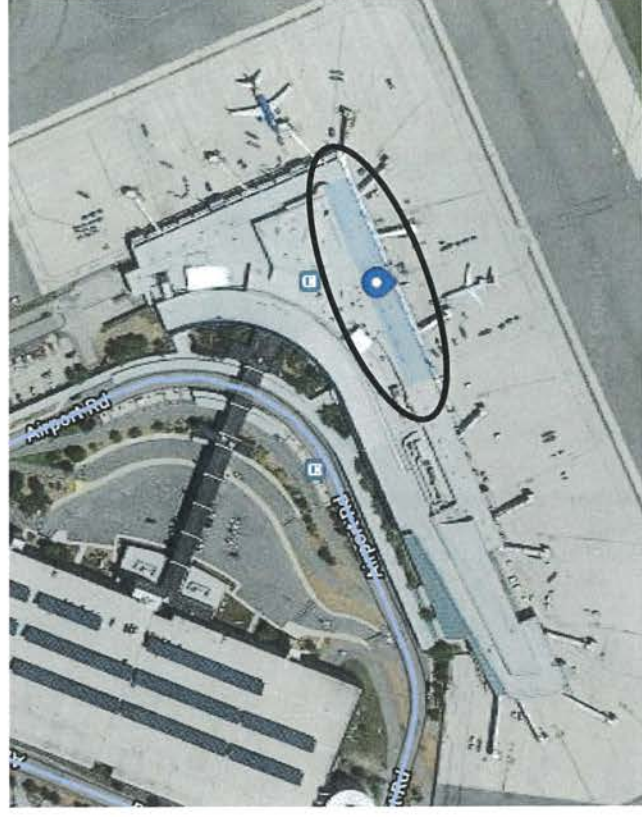


American gate area analysis

CMT geo-fenced the area including and adjacent to gates 8-10

Findings

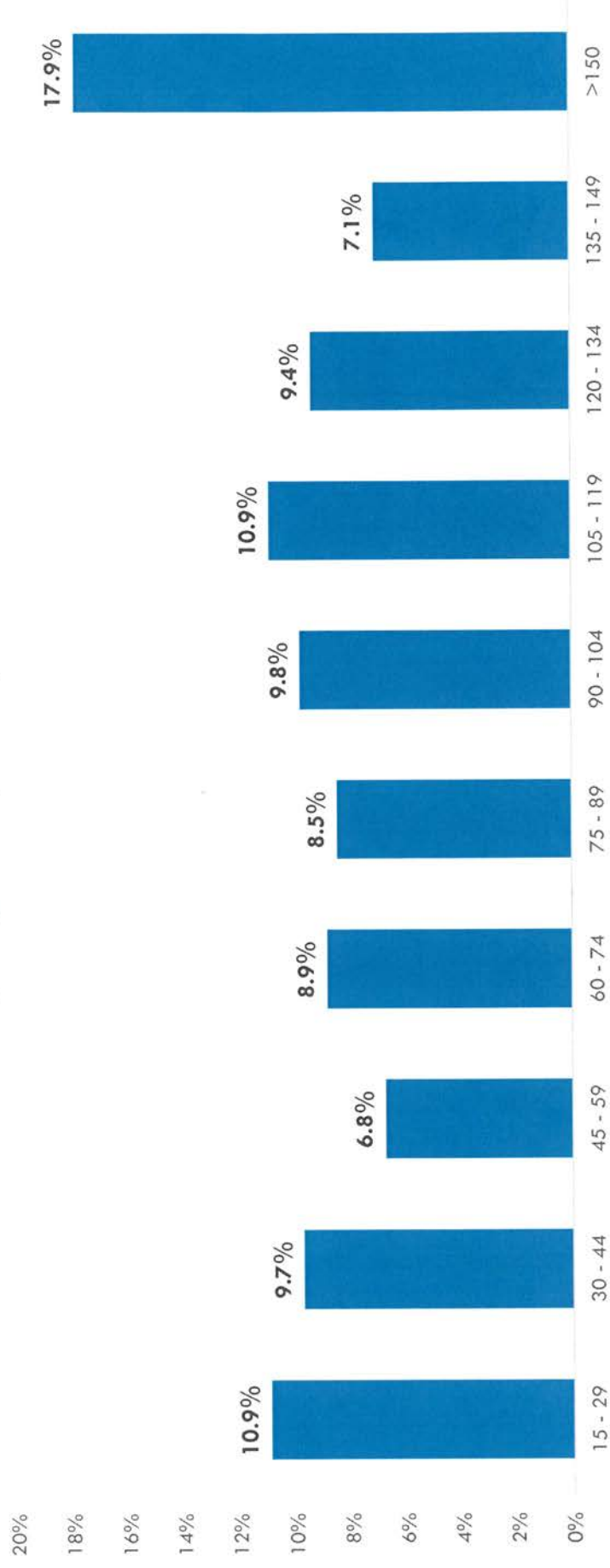
- The average AA gate area visitor spends 105-minutes on site with 32% at 2+ hours
- 36% of AA gate area visitors maintain household incomes of \$100K+, slightly lower than for the full terminal
- AA gate area serves a similar trade area as the entire terminal, with a comparable age composition



AA gate area- Linger time

Average visit: 105-minutes; Median visit: 98-minutes

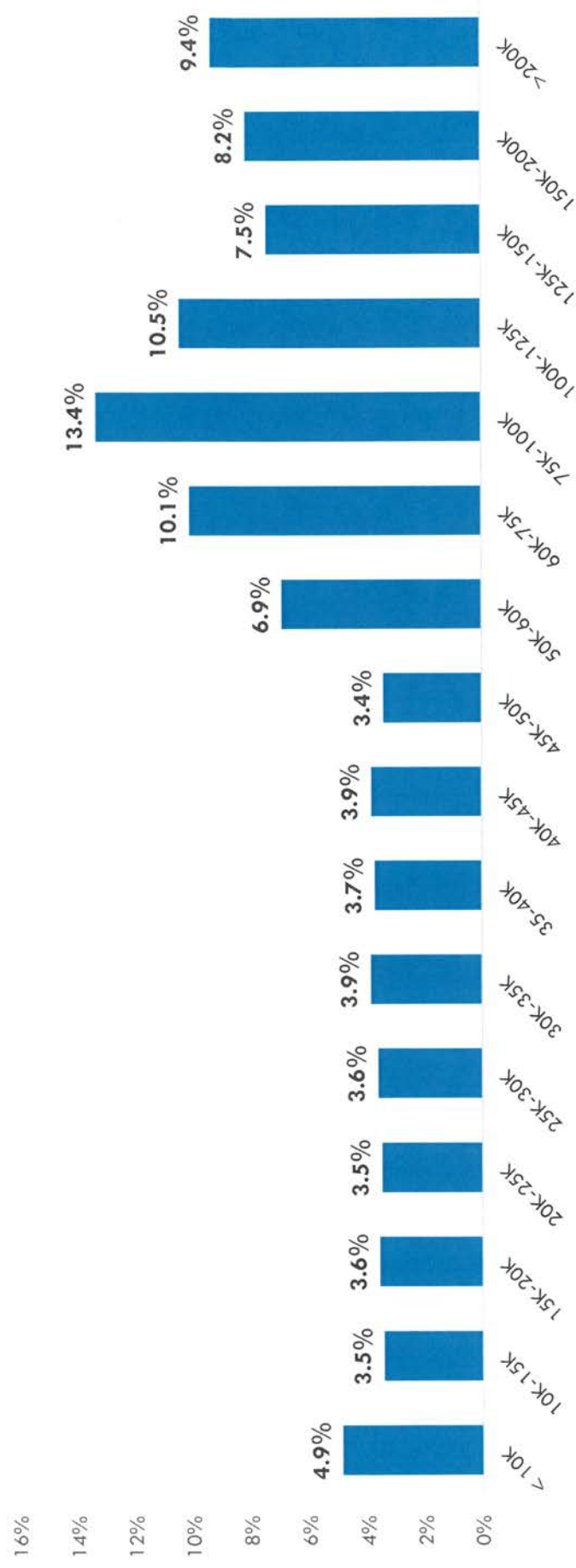
Average Linger Time (minutes): AA Gate Area



AA gate area – Income

Average income: \$98K; Median income: \$73K

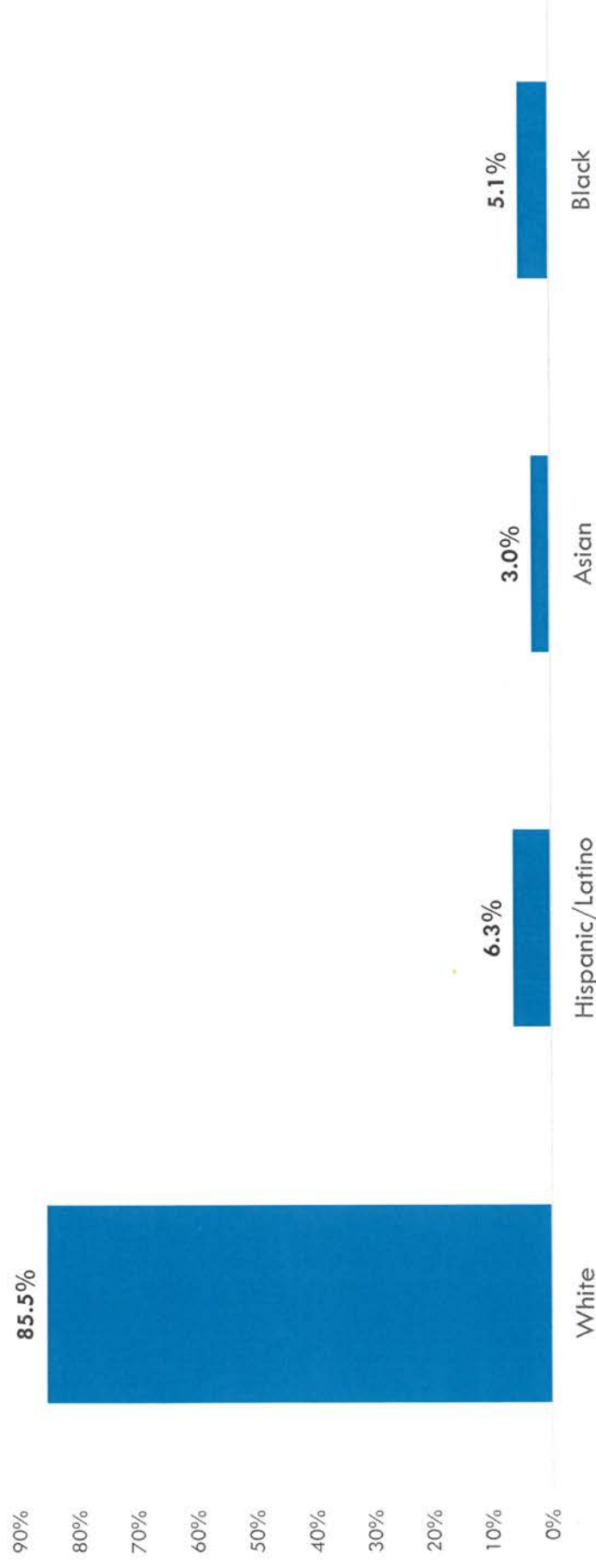
Household Income Distribution: AA Gate Area



AA gate area- Ethnicity

Estimated 86% of AA gate area visitors are white/Caucasian

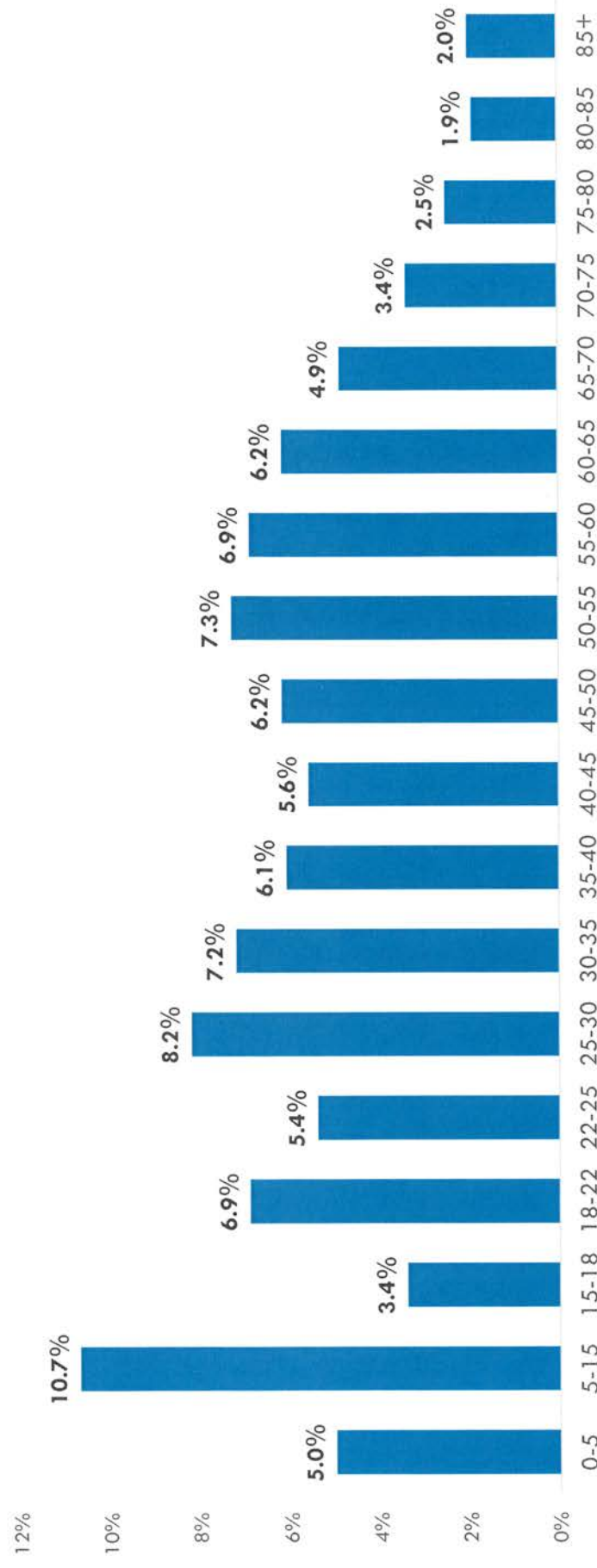
Ethnicity Distribution: AA Gate Area



AA gate area trade area – Age distribution

Trade market over indexes compared to U.S. for 18 to 35-year-olds

Trade Area Age Distribution: AA Gate Area

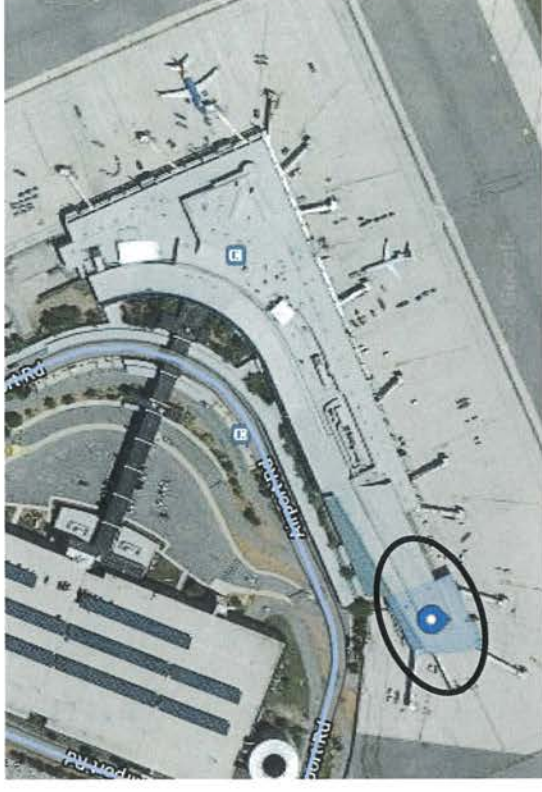


Spirit/United gate area analysis

CMT geo-fenced the area including and adjacent to gates 1-4

Findings

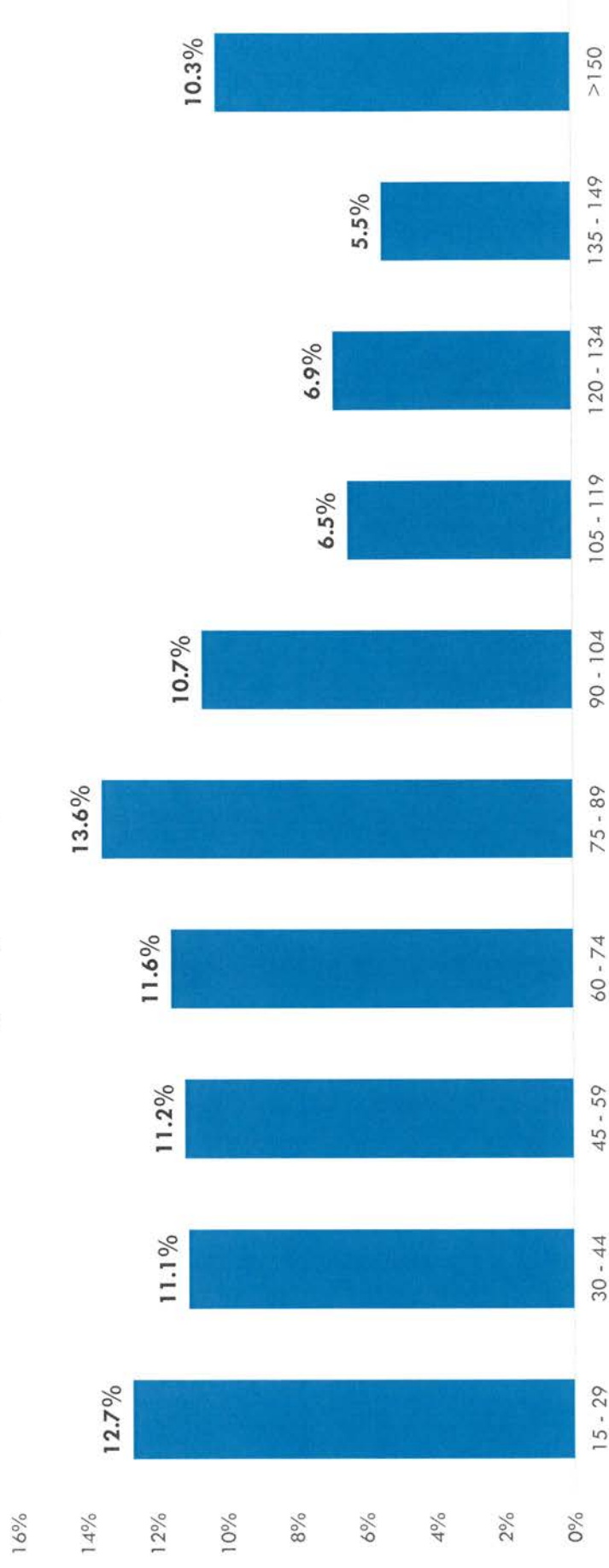
- The average NK/UA gate area visitor spends 89-minutes on site with 23% at 2+ hours
- 33% of NK/UA gate area visitors maintain household incomes of \$100K+, slightly lower than for the full terminal
- Percentage of \$150K HH income earners (16%) slightly lower than whole terminal (19%)



NK/UA gate area- Linger time

Average visit: 89-minutes; Median visit: 79-minutes

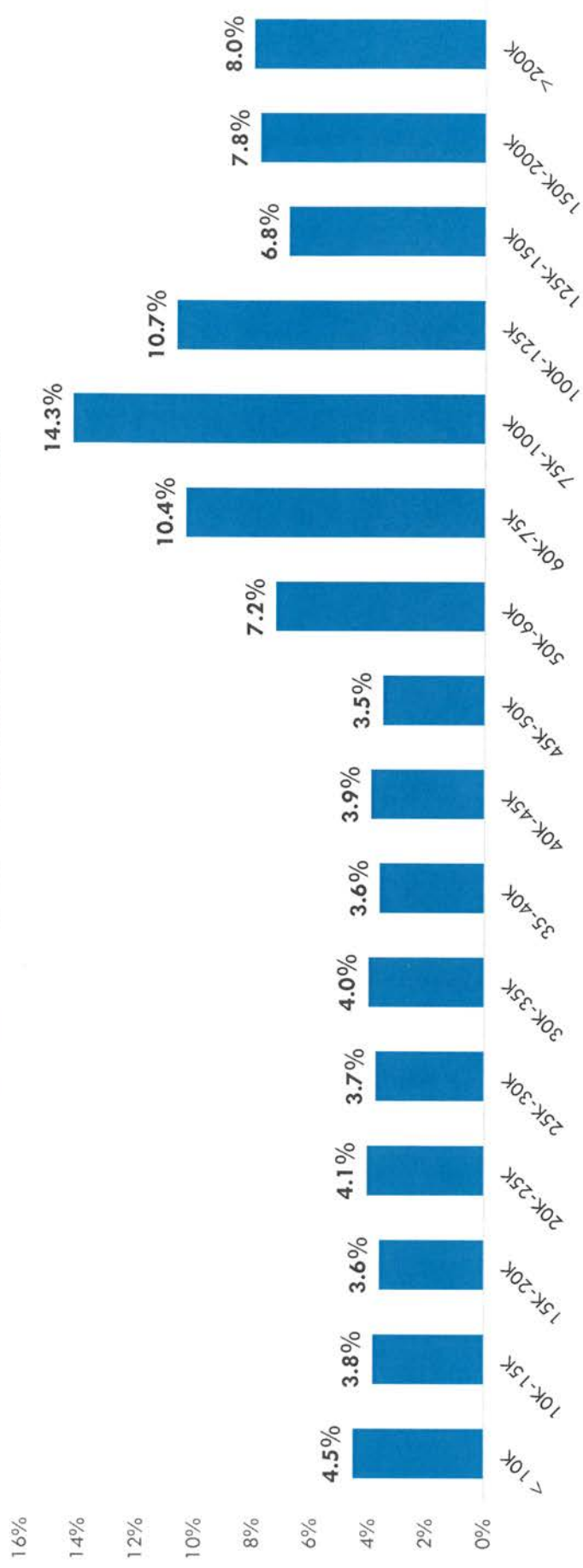
Average Linger Time (minutes): NK/UA Gate Area



NK/UA gate area – Income

Average income: \$93K; Median income: \$72K

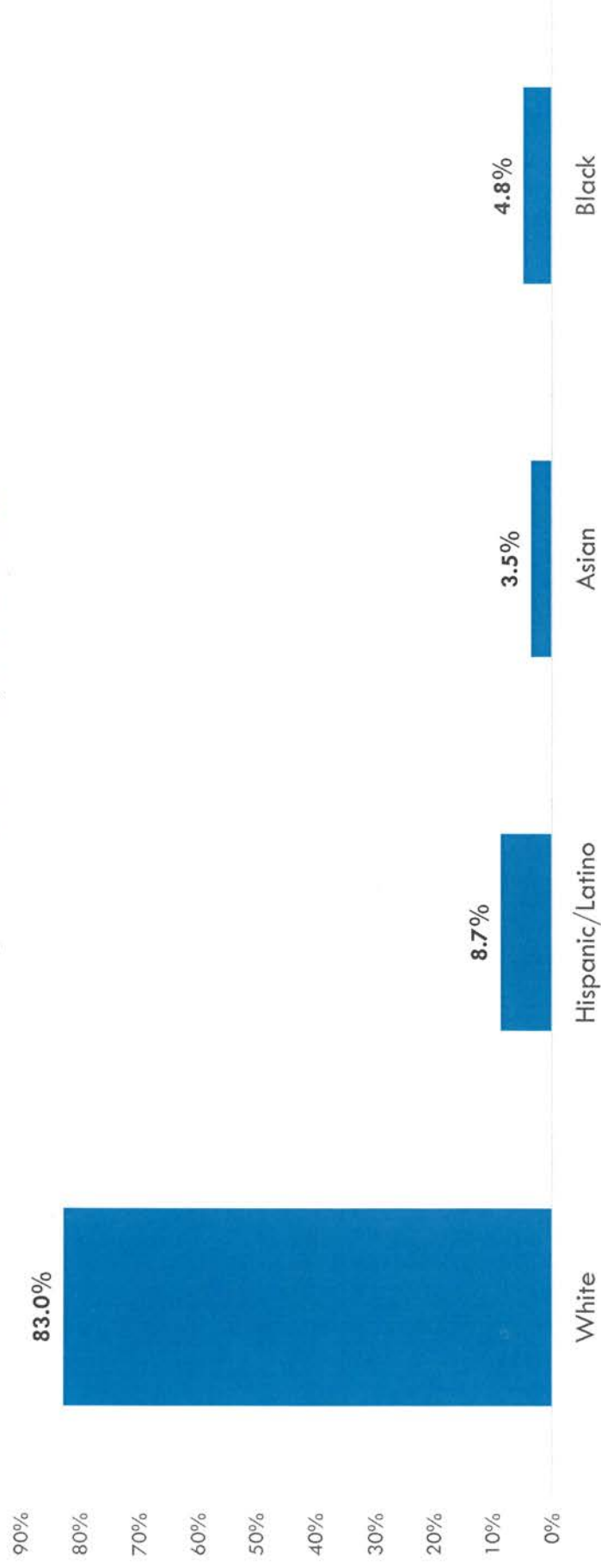
Household Income Distribution: NK/UA Gate Area



NK/UA gate area- Ethnicity

Estimated 86% of AA gate area visitors are white/Caucasian

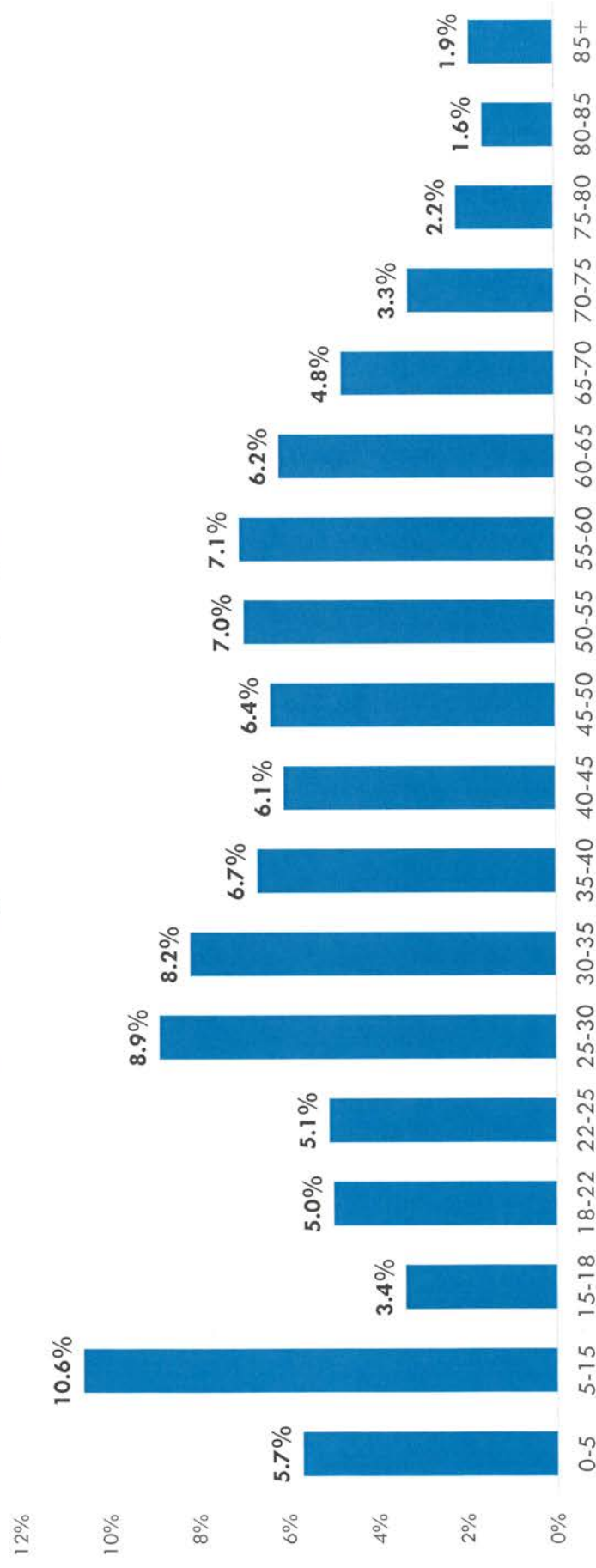
Ethnicity Distribution: NK/UA Gate Area



NK/UA gate area trade area – Age distribution

Trade market over indexes compared to U.S. for 22 to 35-year-olds

Trade Area Age Distribution: NK/UA gate area



APPENDIX F: 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 an airport concessionaire for at least the last five (5) years which is further defined as 60-consecutive months; and,
- b) Has operated airport concessions for at least five (5) airports with passenger levels equal to, or greater than, the 2019 passenger levels 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) 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 concessionaire 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, OR () 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, OR () 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