



REQUEST FOR PROPOSALS
FOR:

**GRAPHIC DESIGN, PUBLIC RELATIONS, MARKETING,
AND ADVERTISING SERVICES**

Solicitation Number: FY24-805-06

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

July 28, 2023

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MANCHESTER, NH**

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The City of Manchester, New Hampshire acting by and through its Department of Aviation (hereinafter called the “City”), being the duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (the “Manchester Airport” or the “Airport”) located in the city of Manchester and town of Londonderry, New Hampshire hereby solicits proposals for graphic design, public relations, marketing, and advertising services (each a “Proposal”).

It is the intent of the City to review each Proposal submitted by established, qualified professional graphic design, public relations, marketing, and advertising firms (each a “Respondent”). The City intends to award one (1) Respondent with a Graphic Design, Public Relations, Marketing, and Advertising Services Agreement (the “Agreement”) for a fixed term of five (5) years, with two (2) additional two-year options and one (1) additional one-year option, which options may be exercised by the City, at the City’s sole discretion. The City reserves the right to reject any or all Proposals and to waive any informality in the competitive process.

Title VI Solicitation Notice:

Manchester-Boston Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents or offerors that it will affirmatively ensure that, in relation to any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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SECTION I – INTRODUCTION

1.1 Definitions

For all purposes of this Request for Proposals, capitalized terms shall have the definitions provided in this Section I, except as otherwise expressly stated or as otherwise clearly required by context. Such definitions shall be equally applicable to the singular and plural forms of such defined terms. The words “herein,” “hereunder,” and other words of similar nature refer to this Request for Proposals as a whole. The word “shall” is mandatory and the word “may” is permissive.

“**Agreement**” means the final, executed agreement, entered into by and between the CITY and the Contractor, in substantially the same form attached hereto as Exhibit A.

“**Airport**” or “**Manchester Airport**” means that certain airport commonly known and described as the Manchester-Boston Regional Airport located in the city of Manchester, New Hampshire and the town of Londonderry, New Hampshire.

“**City**” means the City of Manchester, New Hampshire, acting by and through its Department of Aviation.

“**Contractor**” means, jointly and severally, the successful Respondent or Respondents selected by the City for the purposes described in this RFP.

“**Director**” means the Director of the Manchester-Boston Regional Airport or their designee, as appointed in writing.

“**Evaluation Committee**” means the committee constituted by the City to review and score all qualified Proposals.

“**Proposal**” means, jointly and severally, each Respondent’s response to this RFP, including all exhibits, schedules, addenda, appendices, and attachments thereto, and any material representations made by the Respondent submitting said response.

“**Respondent**” means, jointly and severally, those entities that respond to this RFP.

“**RFP**” means this Request for Proposals for Graphic Design, Public Relations, Marketing, and Advertising Services, dated July 28, 2023, Solicitation Number FY24-805-06, and all appendices, attachments, and addenda hereto.

“**Submission Deadline**” means the time and date as specified in Section 4.3 of this RFP, by which hardcopies of the Proposal must be received by the City.

1.2 Purposes of this RFP

Respondents to this Request for Proposals (the “RFP”) should demonstrate excellence in creating, producing, and efficiently managing a variety of strategic communications, electronic, and print design initiatives; creative ability and strong project management skills to support ongoing and future graphic design needs, marketing, advertising, and public relations activities at the Airport; the capability to effectively interface with a variety of local, regional, and national print, broadcast, and digital media organizations and printing vendors; and an in-depth knowledge of project estimating, budgeting, scheduling, and media buying. Contractor will work closely with convention and visitors bureaus, destination marketing organizations, and state tourism offices.

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 Contractor.

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 qualifications upon submission of a fully executed and notarized *Certification of Minimum Qualifications* form, **without additions, deletions, or other alterations**, as found in **Appendix A** 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 the following business experience:
 - a. Has been in continuous existence as a graphic design, public relations, marketing, or advertising company for at least the last five (5) years, which is further defined as sixty (60) consecutive months; and, has at least five (5) years of experience with graphic design, public relations, marketing, or advertising in the travel industry; or
 - b. Any relevant experience which Respondent can demonstrate is equivalent to the above described requirements; and
- 2) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- 3) Is in good standing with the City 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 is not barred by any governmental agency or airport from providing the services described in this RFP.

1.4 Airport Overview

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 as a small-hub airport.

SECTION II – DESCRIPTION OF WORK

The Contractor will assist with the design, development, and production of materials to support the Airport’s comprehensive marketing, advertising, and public relations programs. The City supports and highly encourages the formation of professional and diverse teams to provide the highest level of expertise for the duties and responsibilities described in this RFP.

Contractor shall collaborate with City to develop the appropriate marketing mix, as well as translating key messages into effective visual interpretations for various internal and external audiences. Projects may include, but are not limited to:

- strategic analysis
- strategic marketing plans
- travel industry initiatives
- newsletters
- print advertisements
- brochures
- electronic and direct mail campaigns
- special events and announcements
- social media support and initiatives
- customer relationship management
- air service and other presentations
- website design and development
- website maintenance
- customer loyalty programs
- community engagement
- media buying
- crisis communications
- public relations
- industry liaison
- annual reports

Contractor shall also provide “turnkey” graphic design and printing services, in addition to media buying services. Contractor shall deliver high quality electronic files or printed materials, whichever is required, on time and within the established budget.

Contractor shall be knowledgeable about, and prepared to utilize, new and emerging technologies, including artificial intelligence.

SECTION III – BUSINESS TERMS

3.1 Binding Offer

Proposals shall remain valid for a period of ninety (90) calendar days following the RFP Submission Deadline and shall 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.

3.2 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.

3.3 Non-Exclusivity

By submitting a Proposal, each Respondent acknowledges that said Respondent understands and agrees that any resulting contractual relationship is non-exclusive, and that the City reserves the right at any time, and at the City's sole discretion, to solicit for, and obtain, other similar or identical consulting and professional services elsewhere, as the City may deem to be the best interest of the City, regardless of the results of this RFP.

3.4 Collusion

Any and all Proposals may be rejected if there is reason for the City, in the City'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 months following the Submission Deadline.

3.5 Hold Harmless

BY SUBMITTING A PROPOSAL, EACH RESPONDENT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE CITY'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 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 RESPONDENT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE RESPONDENT IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S AND THE RESPONDENT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER RESPONDENT IS IMMUNE FROM LIABILITY OR NOT.

THE 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 THE RESPONDENT'S RELEASE AND INDEMNITY TO CITY.

3.6 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 City, the language of the final Agreement, as executed, will govern.

3.7 Public Disclosure

All Proposals, and other materials or documents submitted by Respondents in response to this RFP, shall become the property of the City upon submission thereto and will not be returned. Furthermore, said Proposals and related items, as well as any other actions associated with this RFP shall be considered public documents subject to public information laws under New Hampshire RSA 91-A and, after completion of this procurement action, shall be available for review and copy by the public.

SECTION IV – 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 additional documents as may be issued by the City in relation to this RFP. To be considered, the Respondent must be able to demonstrate that it meets the minimum qualifications established in this RFP and that Respondent has the staff and financial resources to perform the tasks specified in this RFP.

4.1 Proposal Content

Respondents interested in providing the services as described in this RFP must include in their Proposals the following information:

(a) *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):

- (i) Name, address, principal place of business, telephone number, and email address of the legal entity or individual who will enter into the Agreement; and,
- (ii) Legal status of the Respondent (e.g. sole proprietorship, joint venture, partnership, corporation, etc.) and its state of incorporation; and,
- (iii) Identification of any current or former City employees employed by the Respondent or on the Respondent's governing board as of the date of the Proposal or during the twelve (12) month period immediately prior to the date of the Proposal; and,
- (iv) 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,
- (v) 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.

(b) *Proposal Criteria*

(i) *Criterion 1: General Corporate Overview and Capabilities*

In this section, the Respondent shall describe those capabilities for each firm included in the Proposal that will facilitate accomplishment of the types of work contemplated under this RFP. This section should include company qualifications, as well as individual qualifications of all team members that will be involved with the Agreement. This section should also include a current audited financial statement.

(ii) *Criterion 2: Past Performance and Industry Experience*

This section shall describe the Respondent's previous work and demonstrate an in-depth knowledge of graphic design, public relations, marketing, and advertising, including the unique challenges faced by the travel industry and commercial service airports. If Respondent does not have direct prior airport experience, then Respondent shall share opinions on the types of issues that airports face in graphic design, public relations, marketing, and advertising. This section shall include examples of press releases and media responses, strategic marketing and communication initiatives, print and electronic graphic design work, successful marketing campaigns, successful graphic design projects, and successful public relations work. Respondents shall use this section to demonstrate a high level of experience and a proven track record of success in producing award-winning campaigns and materials.

(iii) *Criterion 3: Proposed Concepts and Commitment to New and Emerging Technology*

In this section, the Respondent shall outline their approach and provide details about how they will meet the objectives of this RFP. Respondents shall also discuss how they are embracing and utilizing new and emerging technologies and what they will do to continue to make the best use of new technologies in the future.

(iv) *Criterion 4: Fee structure*

Respondents shall provide a proposed fee structure for the services described in this RFP. The proposed fee structure should include hourly fees, hourly rates for proposed team members, and all other anticipated costs and estimated expenses related to the services to be provided under this RFP.

(v) *Criterion 5: References*

Respondents shall provide a listing of at least three (3) professional references for whom the Respondent has provided relevant services or who can act as a source of information relating to the Respondent's past performance. Each reference shall include contact names, titles, telephone numbers, and email addresses.

(c) *Required Certifications*

This section of the Proposal requires the Respondent to incorporate signed and duly notarized copies of all certifications found in **Appendix A**.

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

4.2 Proposal Organization

The Proposal shall be organized in sections consistent with Section 4.1(a) through Section 4.1(c) above. Proposals are limited to **fifty (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 Section 4.1(a) through Section 4.1(c).

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

- Letter of Submittal; and,
- Audited financials; and,
- Required certifications.

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 FIFTY (50) PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 11"X17," WILL NOT BE CONSIDERED BY THE CITY.

4.3 Submission Date and Procedures

Each Respondent must submit **one (1) hardcopy original** of the Proposal, clearly marked as "original", and **five (5) additional 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 City will use our email system time stamp as proof of meeting the Submission Deadline. Further, the City will NOT ACCEPT any changes to Proposals after the Submission Deadline is passed. The City will NOT ACCEPT any Proposals submitted electronically if the City has not received hard copies of the same on or before the Submission Deadline.

The envelope/package containing the original copy and additional hardcopies of the Proposals shall be marked as follows:

**"RFP FY23-805-06
GRAPHIC DESIGN, PUBLIC RELATIONS, MARKETING, AND ADVERTISING
SERVICES"**

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 September 1, 2023** (the “Submission Deadline”), to the offices of the Manchester-Boston Regional Airport and addressed to:

Manchester-Boston Regional Airport
Attn: Procurement
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 CITY AND NO FURTHER CONSIDERATION WILL BE GIVEN.

4.4 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 ability to perform pursuant to the Agreement.

Any data furnished by the City 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 Respondent from fully complying with the Agreement, this RFP, or their Proposal.

Respondents that submit Proposals prior to the Submission Deadline established in [Section 6.2](#) 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 6.2](#). Any modifications to, or requests to withdraw, a Proposal received after the Submission Deadline will not be considered.

4.5 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.

4.6 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.

4.7 Right to Request Supplemental Information

The City reserves the right to request any supplementary information it deems necessary to evaluate a Respondent.

SECTION V – SELECTION PROCESS

5.1 Selection Process

The Evaluation Committee will review and score all qualified Proposals. The City may, in the City’s sole discretion, decide to either (i) select the Contractor based on the Evaluation Committee’s review and scoring, or (ii) create a shortlist of Respondents to interview before making a final decision. Should an insufficient number of Proposals be received by the City for the process to be deemed competitive by the City, in the City’s sole discretion, then the City reserves the right to reject all Proposals received and reissue the RFP or to negotiate directly with the Respondent(s) who submitted a Proposal. The City has no obligation to execute a contract with any of the Respondents on the basis of this RFP.

5.2 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 6.4](#).

<u>Solicitation Step</u>	<u>Date</u>
Deadline for Questions	August 11, 2023 at 2:00 P.M.
Deadline for Clarifications	August 18, 2023 at 5:00 P.M.
RFP Submission Deadline	September 1, 2023 at 2:00 P.M.
Evaluation Committee Meeting	September 6, 2023
Interviews Completed (if necessary)	September 19, 2023
Notification of Intent to Award	September 22, 2023
Operating Agreement Executed	October 6, 2023
Notice to Proceed	October 6, 2023

5.3 Preliminary Review

Upon receipt of Proposals, the City will conduct a preliminary review to ensure that each Proposal is generally responsive to the published criteria. Respondents whose Proposals are deemed non-responsive will be notified in writing with a brief explanation of the reason for the rejection.

5.4 Initial Evaluation and Scoring

(a) *Scoring Overview*

Following the preliminary review, the Evaluation Committee will convene to independently review and score each Proposal based on the criteria listed in Section 4.1. 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 City:

Criteria	Max Score
General Corporate Overview and Capabilities	15 points
Past Performance and Industry Experience	25 points
Proposed Concepts and Commitment to New and Emerging Technology	20 points
Fee Structure	25 points
References	15 points
TOTAL MAXIMUM SCORE	100 points

The maximum score per evaluator is **100 points**. Respondents should note that the City has placed significant weight on three criteria: a) proposed concepts and commitment to new and emerging technology, b) past performance and industry experience, and c) fee structure. Note that 70% of the Respondent’s score will be determined by these three criteria and Respondents should place special efforts in addressing these criteria as part of their Proposal.

(b) *Tiebreaker*

In the event of a tie between two (2) or more Respondents, the Respondent with the greater level of industry experience will be awarded the tiebreaker.

(c) *Shortlist Development*

Notwithstanding the provisions of Section 5.1 above, the City may, in the City’s sole discretion, decide to shortlist up to three (3) Respondents for an interview phase of the selection process.

5.5 Interviews

Notwithstanding the provisions of Section 5.1 above, the City may elect to interview up to three (3) Respondents based on their initial 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.

5.6 Final Selection

Upon completion of the interviews, written or verbal negotiations may be conducted with one or more Respondents to ensure the most advantageous Proposal for the City over the full contract term.

SECTION VI – GENERAL CONDITIONS

6.1 Airport Right to Reject and Waive Minor Irregularities

The City reserves the right to reject all Proposals or to re-advertise for additional Proposals. The City reserves the right to waive minor irregularities, in the City’s sole discretion, pursuant to Section 6.6.

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

6.2 Inquiries

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

Manchester-Boston Regional Airport
Attn: Procurement
1 Airport Road, Suite 300
Manchester, NH 03103
Email: procurement@flymanchester.com

6.3 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 this RFP shall direct all contact with the City **only** to the procurement team for the Airport, whose point of contact is listed in Section 6.2 herein. Other than as permitted herein, Respondents to this RFP may not contact City employees beyond the procurement contact identified in Section 6.2 herein, nor may they contact any members of the Evaluation Committee, nor those representing any City interests in this RFP for the purpose of discussing the same.

All parties who intend to submit a response directly or indirectly to this RFP shall not lobby, either on an individual or collective basis, the City, the Airport, or any federal, state, or local elected or public officials or staff regarding this RFP or said parties’ written Proposals. Respondents, their acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the City, the Airport, or any federal, state, or local elected or public officials or staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violations of this provision, by or on behalf of a Respondent, intentionally or unintentionally, will result in disqualification of said Respondent and/or rejection of their Proposal.

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

6.4 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 City using the contact information in Section 6.2 and submitted by the date listed as the “Deadline for Questions” in Section 5.2.

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 City website: www.flymanchester.com/doing-business-with-mht/procurement-opportunities/

Only the interpretations or corrections so given by the City 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 City’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 addenda have been received by said Respondent and acknowledged thereby.

6.5 Additional Provisions

The City reserves the right to add, delete, or revise any section of this RFP. The City reserves the right 1) to accept the Respondent(d) it deems most suitable and beneficial and 2) to reject any or all Proposals received as part of this RFP. The City also reserves the right to retain all copies of Proposals submitted by Respondents.

6.6 Rejection of Irregular Proposals

The City reserves the right to reject Proposals that are considered irregular in the sole discretion of the City. 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 City reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

6.7 Cost

Respondents are responsible for all costs associated with their Proposals 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 City will not accept any promotional items as part of the RFP process and any such items included will either be discarded or, if so requested, returned to the Respondent at no cost to the City.

6.8 Contract Agreement

The City intends to enter into an Agreement with one Respondent for a five (5) year fixed term with two (2) additional two-year options and one (1) additional one-year option. A sample agreement is provided in **Appendix B** to this RFP. The City is open to reasonable changes to the Agreement, provided that such changes do not substantially alter the terms of the sample provided herein.

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

6.9 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: CERTIFICATION FORMS

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

**THE CITY 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 the following business experience:
 - a. Has been in continuous existence as a graphic design, public relations, marketing, or advertising company for at least the last five (5) years, which is further defined as sixty (60) consecutive months; and, has at least five (5) years of experience with graphic design, public relations, marketing, or advertising in the travel industry; or
 - b. Any relevant experience which Respondent can demonstrate is equivalent to the above described requirements; and
- b) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- c) Is in good standing with the City 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 is not barred by any governmental agency or airport from providing the services described in this RFP.

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 City without prejudicing any remedies available to the City 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 City without prejudicing any remedies available to the City 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

ADDENDUM ACKNOWLEDGEMENT FORM

To be posted for Respondents no later than August 18, 2023

APPENDIX B: AGREEMENT

TO BE PROVIDED AS AN ADDENDUM