



REQUEST FOR BIDS

FAA APPROVED RUNWAY SAND

Solicitation Number: FY24-805-12

September 14, 2023

**REQUEST FOR BIDS
FOR
FAA APPROVED SAND**

**MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NH**

September 14, 2023

Solicitation Number: FY24-805-12

The City of Manchester, New Hampshire, acting by and through its Department of Aviation (hereinafter referred to as the “City”), being a duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (the “Airport”) located in the city of Manchester and town of Londonderry, New Hampshire, hereby issues this Request for Bids (“RFB”) to solicit Bids (“Bids”) for FAA Approved Runway Sand .

The City will accept and review Bids from qualifying parties (each a “Bidder”) and select a bid or bids which the City determines, in the City’s sole discretion, best meet the requirements of this RFB. The City intends to select one (1) Bidder with whom the City will enter into a firm, fixed fee Purchase Order and Agreement for the purchase and delivery of FAA approved runway sand for an initial term of one (1) year, with five (5) additional one (1) year options for renewal. The City reserves the right to reject any or all Bids and to waive any informality in the competitive process.

The City reserves the right to reject any or all Bids and to waive any informality in the competitive process.

Interested parties are encouraged to submit Bids that conform to the requirements of this RFB. Bid documents are available at the Administrative Offices of the Airport at One Airport Drive, Suite 300, Manchester, New Hampshire 03103 or on-line at:

<https://www.flymanchester.com/doing-business-with-mht/procurementopportunities/>

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 Bidders or offerors that it will affirmatively ensure that, in relation to any contract entered into pursuant to this Request for Bids, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response 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 – DEFINITIONS

For all purposes of this Request for Bids, 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 Bids 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 B.

“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.

“Bid(s)” means, jointly and severally, the Bidders’ responses to the RFB, including all exhibits, schedules, addenda, appendices, and attachments thereto, and any material representations made by the Bidder submitting said response.

“Bidder(s)” means, jointly and severally, those entities that respond to this RFB.

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

“Contractor” means, jointly and severally, the successful Bidder or Bidders selected by the City for the purposes described in this RFB.

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

“FAA” means the United States Federal Aviation Administration and any agency or instrumentality of the United States government succeeding to its functions.

“P.O.” means Purchase Order and written contractual agreement issued by the City used to execute the transaction with the Bidder. The P.O. shall serve as notice to the vendor that an award has been made.

“RFB” means this Request for Bids for FAA Approved Runway Sand, dated September 14, 2023, Solicitation Number FY24-805-12, and all appendices, attachments, and addenda hereto.

SECTION II – BID DETAILS

2.1 Purpose

The City is seeking Bids from suitably qualified service providers with the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost. The City intends to select one (1) Bidder that will enter into a firm, fixed fee, Purchase Order and Agreement for the purchase and delivery of FAA approved runway sand in an efficient, timely, and cost-effective manner.

2.2 Minimum Specifications

To be selected for this project, a Bid must include the following product specifications:

- Meets or exceeds the specifications for sand, as described in Section 4.8 of Federal Aviation Administration Advisory Circular AC150/5200-30D, or current edition, including, but not limited to, meeting the specifications described in Table 4-2 and Table 4-3 therein, and the use of a U.S.A. Standard Sieve conforming to ASTM E 11-81 as described therein.
- The FAA approved runway sand must be delivered dry and ready for use;
- The FAA approved runway sand must be designed to be applied to aircraft movement areas. The runway sand must consist of washed granular mineral sand particles free of stone, clay, debris, slag, chloride salts, and other corrosive substances, or as otherwise required by the FAA or by City.

2.3 Responsibilities of Contractor

The Contractor shall supply the appropriate manpower and equipment necessary to perform this procurement action.

The Contractor must provide a twenty-four (24) hour contact for placing deliveries, and must have the ability to deliver the amount of product ordered by the City no later than forty-eight (48) hours after such order has been placed. The Contractor must have the ability to deliver product to the following location at the Airport:

Manchester-Boston Regional Airport Operations
400 Kelly Avenue
Manchester, New Hampshire 03103

Proof of delivery must be presented to the receiving party upon delivery of the product. Failure to provide proof of delivery will result in the City not being held responsible for the delivery. Proof of delivery must specify date delivered, item description, and quantity delivered.

Each delivery shall include test results prepared by a testing facility, which facility must be pre-approved in writing by City, certifying that the materials being supplied meet FAA requirements.

On-time delivery of this product is essential to winter operations at the Airport. Any delay in shipping could severely harm successful operations of every on-Airport tenant throughout the winter months. Therefore, in the event of a delay in shipping, the Contractor will be required to pay the City at the rate of One Hundred and 00/100 Dollars (\$100) per day for each day after the specified delivery date to account for any inconvenience and unfavorable circumstances faced by the City.

2.4 Business Terms and Agreement

The Agreement will be in the form customarily employed by the City and will incorporate the Bid and the terms and conditions of this RFB. A copy of the Agreement is attached hereto as Exhibit B. The Agreement shall contain provisions for cancellation by the Airport in the event that funds are not appropriated for the continuance of thereof.

2.5 Hold Harmless

Each Bidder, if awarded an order or contract, agrees to protect, defend, and hold the City harmless against any demand for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by such order or contract.

SECTION III – INSTRUCTIONS FOR PREPARATION OF BID

3.1 Bid Content and Organization

(a) Address and Signature.

Each Bid must give the full business address of the Bidder and be signed by an authorized signatory. Bids must be signed with the legal name of the Bidder, followed by the state of incorporation or registration, if applicable, and by the signature and title of the authorized signatory. The name of each individual signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the party signing on behalf of the Bidder shall be furnished.

(b) *Bid Form.*

Bid responses should be submitted on the **Bid Form**, attached hereto as Exhibit A and must be typed or legibly marked in ink. Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the Bid, the unit prices quoted will govern. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the Bidder must be in ink.

(c) *Pricing.*

The City is exempt from payment of federal excise taxes, therefore, all pricing related to this RFB shall not include these taxes. Bids shall include all charges for delivery and related costs. Pricing shall be all-inclusive and include the price per ton.

Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges. All prices and delivery times quoted must be firm, FOB destination, Manchester-Boston Regional Airport, Manchester, NH 03103, unless otherwise indicated by the City. **TIME IS OF THE ESSENCE.**

Each Bidder understands and agrees that, should any price reductions occur between the opening of the Bid and the delivery of product or service, the benefit of any such reduction will be extended to the City.

3.2 Submission Date and Procedure

Bidders must submit one (1) original, clearly marked as “original”, and two (2) hard copies of their Bid. In addition to the required hard copies, Bidders may submit an electronic version of their Bid by emailing it to procurement@flymanchester.com.

The packaging containing the Bid shall be marked as follows:

**“RFB FY24-805-12
FAA Approved Runway Sand”**

The Bidder’s business name and return address shall be clearly stated on the submission in which the Bid is contained.

Bids shall be delivered by **2:00 pm on Thursday, September 28, 2023**, to the offices of the Manchester-Boston Regional Airport and addressed to:

Manchester-Boston Regional Airport
Properties and Contracts
1 Airport Road, Suite 300
Manchester, NH 03103
Email: procurement@flymanchester.com

BIDS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DATE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE CITY, NO FURTHER CONSIDERATION WILL BE GIVEN AND SAID BID WILL BE RETURNED TO THE APPLICABLE BIDDER UNOPENED.

PLEASE NOTE:

THE CITY IS NOT RESPONSIBLE FOR BIDS NOT PROPERLY MARKED.

3.3 Compliance with RFB

Bids that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the City. Bids must be filled out completely and accurately.

3.4 Withdrawal of Bids

Bids may be withdrawn upon a Bidder's written request received by the City prior to the time affixed for opening, as designated by this RFB. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

3.5 Bid Warranty

Each Bidder must certify that no employee, officer, or agent of the Airport, the City of Manchester, or the State of New Hampshire, nor any member of their immediate family, has any interest in the award of the Agreement to such Bidder or the profits expected to arise therefrom, and that such Bidder's Bid is made in good faith without fraud, collusion, or connection with any other Bidder submitting a Bid.

3.6 Bid Opening

Bids will be received by the City at the place and until the time specified in this Request for Bid and then publicly read aloud for the information of the Bidders and other properly interested parties who may be present either in person or by representative. **NO BIDS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.**

3.7 Right to Request Supplemental Information

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

SECTION IV – SELECTION PROCESS

4.1 Timeline

The following tentative schedule is provided as a general guideline for timing of this RFB. This schedule is subject to change. Notice of changes will be posted to www.flymanchester.com/doing-business-with-mht/procurement-opportunities

Solicitation Step	Date
Deadline for questions and clarifications	September 21, 2023 at 2:00 PM EST
Bid submission deadline	September 28, 2023 at 2:00 PM EST
Notification of award	September 29, 2023

4.2 Evaluation

Awards will be made to the lowest responsible Bidder quoting the lowest net price in accordance with the specifications of this RFB. In determining the lowest responsible Bidder, the following shall be considered:

- a. The ability, capacity, and skill of the Bidder to provide the service required;
- b. Whether the Bidder can provide the service promptly or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the service;
- f. The sufficiency of the financial resources and ability of the Bidder to provide the service;
- g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and services for the use of the subject of this RFB;
- i. The conditions attached to the Bid.

4.3 Selection

In cases where two or more Bidders have the same net Bid, the City may give preference to the Bidder located within the City of Manchester and Town of Londonderry. The City reserves the right to make awards on this RFB by item or to accept all or part of a Bid or prices quoted.

SECTION V – GENERAL PROVISIONS/MISC. ETC.

5.1 Airport Right to Reject and Waive Minor Irregularities

The City reserves the right to waive any informality in a Bid, to reject any and all Bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.

5.2 Inquiries/Contact with Airport Staff

No oral interpretations or clarifications will be made to any Bidder as to the meaning of the specifications or terms and conditions of this RFB. Inquiries on all matters pertaining to this RFB or the process the City is following should be directed in writing to:

Manchester-Boston Regional Airport
Properties and Contracts
1 Airport Road, Suite 300
Manchester, NH 03103
Email: procurement@flymanchester.com

Only written questions will be accepted and must be submitted no later than 2:00 P.M. EST, September 21, 2023. Answers to all properly submitted questions, as well as any clarification or interpretations or changes to this RFB by the City, will be provided in one or more addenda and will be posted to the Airport's website at www.flymanchester.com. The City advises Bidders to sign up to be notified for upcoming opportunities on the "*Doing Business with MHT*" webpage to receive notification of postings, including addenda. Or, to check the website frequently for any additional posted information.

5.3 Specifications

Unless otherwise stated by the Bidder, the Bid will be considered as being in strict accordance with the specifications outlined in this Request for Bids. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes only to guide the Bidder in interpreting the requirements of the City and should not be construed as excluding Bids with other types of materials, equipment, and supplies. The above notwithstanding, the Contractor will be required to furnish the particular item or items referred to in the specifications or descriptions of this RFB unless a departure or substitution is clearly noted and described in the Contractor's Bid.

EXHIBIT A
BID FORM

REQUEST FOR BIDS
FOR
FAA APPROVED RUNWAY SAND

September 14, 2023

Solicitation Number: FY24-805-12

The undersigned hereby certifies that the item(s) to be furnished to the City of Manchester, acting by and through its Department of Aviation (the “City”), meets all the specifications and requirements of this Request for Bids.

The undersigned hereby certifies that no employee, officer, or agent of the Manchester-Boston Regional Airport, the City of Manchester New Hampshire, or the state of New Hampshire, nor any member of their immediate family, has any interest in the award of a contract related to this Request for Bids, or in the profits expected to arise therefrom; nor, is any such employee, officer, or agent employed by, or about to become an officer or employee of, any person, firm, partnership, or corporation which may benefit from the award of a contract related hereto.

The undersigned hereby certifies that this Bid is submitted in good faith without fraud, collusion, or connection with any other Bidder responding to this Request for Bids.

The undersigned agrees to provide the materials and services required according to the specifications contained in the Request for Bids for the following:

Description	Cost
FAA approved runway sand, price per ton.	\$

Bidder: _____

By: _____

Date: _____

Name:

Its Duly Authorized:

EXHIBIT B
AGREEMENT



**GOODS & SERVICES AGREEMENT
FOR
FAA APPROVED RUNWAY SAND**

Between

CITY OF MANCHESTER DEPARTMENT OF AVIATION

and

[CONTRACTOR COMPANY NAME]

October 1, 2023

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SAMPLE

GOODS & SERVICES AGREEMENT

THIS GOODS & SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of this **1st** day of **October, 2023**, (the “Effective Date”) by and between **City of Manchester, New Hampshire, acting by and through its Department of Aviation** (“City”), being a duly and lawfully constituted municipal corporation having a mailing address of 1 Airport Road, Suite 300, Manchester, New Hampshire 03103 and **[Contractor Company Name]**, (“Contractor”), a **[state of incorporation] [type of business (limited liability company, etc.)]**, having a mailing address of **[insert address]**..

WHEREAS, City owns, controls, operates, and manages that certain real property commonly known and described as the Manchester-Boston Regional Airport (the “Airport”), located in the city of Manchester, New Hampshire, and the town of Londonderry, New Hampshire;

WHEREAS, City has the power and authority to enter into this Agreement and to grant the rights and privileges conveyed hereby;

WHEREAS, Contractor is duly organized and validly existing as a **[type of business (limited liability company, etc.)]** and is in good standing under the laws of ***IF Contractor IS A FOREIGN (meaning non-New Hampshire) ENTITY***: **[its jurisdiction of incorporation, and is duly qualified to do business and is in good standing as a foreign [type of business (limited liability company, etc.)] in]** the state of New Hampshire, and has the power and authority to enter into this Agreement;

WHEREAS, Contractor desires to supply and deliver FAA approved runway sand to City pursuant and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, City desires to purchase such FAA approved runway sand and related services from Contractor pursuant and subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in recognition, reliance upon, and consideration of the foregoing and the mutual terms, provisions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

ARTICLE I – PARTIES AND THIS AGREEMENT

1.1 City's Authority

City warrants and represents that City has the right, power, and legal capacity to enter into, and perform City's obligations under this Agreement. The Director (as hereinafter defined) shall administer the Agreement on behalf of City. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of City herein.

1.2 Contractor's Authority

Contractor warrants and represents that Contractor has the right, power, and legal capacity to enter into, and perform Contractor's obligations under this Agreement. The execution, delivery, and performance of this Agreement by the undersigned Contractor representatives have been duly authorized by all necessary action of the Contractor, and this Agreement will constitute a legal, valid, and binding obligation of Contractor, enforceable in accordance with the terms of this Agreement.

1.3 Binding Effect

Except as otherwise expressly provided herein, the covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of City and Contractor and their respective successors, assigns, heirs, and personal representatives.

1.4 Relationship of the Parties

Contractor is not an employee or agent of City by reason of this Agreement, or otherwise. Contractor shall be solely responsible for Contractor's acts and omissions arising from or relating to Contractor's operations or activities at the Airport. Nothing in this Agreement shall be construed to render Contractor in any way, or for any purpose, a partner, joint venturer, or associate in any relationship with City other than the relationship described herein, nor shall this Agreement be construed to authorize either City or Contractor to act as agent for the other.

ARTICLE II – DEFINITIONS

For all purposes of this Agreement, capitalized terms shall have the definitions provided in this Article II, 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 Goods & Services Agreement as a whole. The word “shall” is mandatory and the word “may” is permissive.

“Agreement” means, jointly and severally, this Goods & Services Agreement and all exhibits attached hereto, the RFB, and the Bid, all as may be amended from time to time upon mutual written agreement by and between City and Contractor. In the event of a conflict between this Goods & Services Agreement and any of the other documents referenced herein, the terms of this Goods & Services Agreement shall control.

“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.

“Bid” means Contractor’s response to the RFB, including all exhibits, schedules, addenda, appendices, and attachments thereto, and any material representations made by Contractor, and excluding any portions of said response, documents, and representations as may have been rejected in writing by City.

“City” means the City of Manchester, New Hampshire, acting by and through its Department of Aviation, and, its employees, agents, invitees, contractors, successors, and assigns, where applicable.

“Contractor” means the successful Bidder its employees, agents, invitees, contractors, successors, and assigns, where applicable.

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

“Effective Date” means the date referenced in the opening paragraph of this Agreement.

“Environmental Laws” means all statutes, laws, regulations, codes, ordinances, rules, orders, decrees, judgments, injunctions, notices, or binding agreements issued, promulgated, or entered into by any governmental authority relating in any way to pollution, the protection of the environment, preservation or reclamation of natural resources, or the management, release, or threatened release of any Hazardous Material, including, but not limited to, those listed in Section 6.2 herein.

“**FAA**” means the United States Federal Aviation Administration and any agency or instrumentality of the United States government succeeding to its functions.

“**Hazardous Materials**” means as any chemical, material or substance which is regulated as toxic or hazardous or exposure to which, or disposition of which, is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority, and as further defined in Section 6.2 herein.

“**Indemnified Losses**” means any and all liability and damages, costs, and expenses, including reasonable attorneys’ fees, and any and all allegations, suits, causes of action, claims, or demands of any kind or nature whatsoever, arising out of or in any manner connected with the activities contemplated by this Agreement.

“**Initial Term**” means the period of time commencing on **October 1, 2023**, and terminating on **September 30, 2024**, unless terminated earlier in accordance with the terms of this Agreement.

“**Insurance**” has the meaning set forth in Section 7.1 of this Agreement.

“**Materials**” has the meaning set forth in Section 3.1 of this Agreement.

“**MSDS**” has the meaning set forth in Section 6.2 of this Agreement.

“**Proof of Delivery**” means a document which includes the date Materials were delivered by Contractor to City, an itemized description of the Materials delivered, and the quantity of Materials delivered.

“**Renewal Term**” has the meaning set forth in Section 4.3 of this Agreement.

“**RFB**” means City’s Request for Bids FAA Approved Runway Sand, dated September 14, 2023, Solicitation Number FY24-805-12, and all appendices, attachments, and addenda hereto.

“**Term**” means, jointly and severally, the Initial Term and any Renewal Terms exercised pursuant to Article IV of this Agreement.

ARTICLE III – GOODS AND SERVICES

3.1 Specifications of Materials.

Contractor hereby certifies that all FAA approved runway sand provided by Contractor to City pursuant to this Agreement shall comply with the specifications provided in the RFB and the Bid and shall meet FAA requirements (“Materials”). Contractor hereby agrees to supply and deliver said Materials to City in strict accordance with the terms and conditions of this Agreement. All deliveries of Materials shall be accompanied by test results certifying that said Materials meet the requirements of this Article III, which certification shall be prepared by a testing facility approved by City.

3.2 Delivery Requirements.

- A. Timing of Deliveries. Contractor shall provide City with contact information at which City can place order requests twenty-four (24) hours per day. Contractor shall deliver the amount of Materials ordered by City no later than forty-eight (48) hours after such order has been placed. Contractor hereby acknowledges that on-time delivery of Materials is essential to winter operations at the Airport and that any delay in shipping could severely harm successful operation of every on-airport tenant throughout the winter months. In the event that Materials are not delivered within the time required by this Agreement, City may charge Contractor a late fee at the rate of One Hundred Dollars (\$100.00) per day for every day after the specified delivery date that Materials are not delivered.
- B. Amounts. Contractor shall deliver Materials in such quantity or quantities as City may require, which amounts may vary throughout the Term of this Agreement.
- C. Ability to Deliver. Contractor shall supply all manpower and equipment necessary to complete delivery of any Materials to City.
- D. Proof of Delivery. Contractor shall provide City with Proof of Delivery at the time Materials are delivered. City shall not be held liable for any Materials delivered without such Proof of Delivery.
- E. Quality of Delivery. Contractor shall deliver FAA approved runway sand dry and ready for use. Each delivery shall include test results prepared by a testing facility, which facility must be preapproved in writing by City, certifying that the materials being supplied meet FAA requirements. In the event that sand is deposited on the ground outside of the area selected by City for such delivery, Contractor shall, at Contractor's sole cost and expense, immediately clean up and remove such sand from the premises; any such clean up and removal shall be done in compliance with federal and state environmental rules and regulations.
- F. Damaged/Contaminated Materials. City may refuse delivery of any Materials or packaging thereof that City, in City's sole discretion, deems damaged or contaminated. In the event that City discovers damage or contamination to Materials after City has received delivery thereof, City shall notify Contractor in writing of such damage or contamination immediately upon discovery. Contractor shall be responsible for removal of any such damaged or contaminated Materials from Airport property. City shall not be liable for payment for any Materials City receives damaged or contaminated.

ARTICLE IV – TERM

4.1 **Effective Date.**

This Agreement shall become effective as of the Effective Date, and the rights to provide goods and services shall commence on such date and, subject to the other provisions hereof.

4.2 **Initial Term.**

The term of this Agreement shall commence upon **October 1, 2023**, and shall terminate on **September 30, 2024** one (1) year from Effective Date (the “Initial Term”), unless terminated earlier in accordance with the terms of this Agreement.

4.3 **Renewals.**

This Agreement may be renewed for five (5) additional terms of one (1) year options for renewal each (each a “Renewal Term”) upon mutual written agreement between City and Contractor. Upon City’s and Contractor’s execution of said written agreement, this Agreement shall be extended for the applicable Renewal Term upon the same terms and conditions as set forth in this Agreement. If Contractor and City fail to enter into such written agreement pursuant to the terms of this Section 4.3, then this Agreement shall terminate upon the expiration of the then-current term.

4.4 **Termination.**

City may terminate this Agreement at any time upon written notice to Contractor. Unless due to an uncured default under this Agreement, any expiration or termination of this Agreement shall be without prejudice.

ARTICLE V – PAYMENTS AND PRICING

5.1 **Pricing.**

Contractor represents to City that it is Contractor's good faith estimate that the total direct and indirect costs of the Project shall be [INSERT PROPOSED PRICING]. For the Initial Term, the cost for the Materials shall match the pricing quoted in the Bid. For any Renewal Term, the cost for the Materials shall match the pricing quoted in the written agreement to extend, executed by both City and Contractor, as further described in Section 4.3 herein. Pricing of the Materials shall be “all-inclusive” and include any additional fees and charges, including, but not limited to, the cost of delivery to the Airport, and all freight and packing charges. Contractor hereby acknowledges that City is exempt from payment of federal excise taxes and hereby agrees to exclude any such taxes and duties from the fees charged to City pursuant to this Agreement.

5.2 Payment Provisions.

Payment shall be made by City to Contractor only after (i) delivery has been made by Contractor; (ii) Proof of Delivery has been accepted by City; and (iii) an invoice has been received by City in compliance with the terms of this Agreement. Invoices shall clearly specify the purchase order, lot number, item description, quantity delivered, unit price, and extended price. All invoices shall be sent to City at the following address:

Manchester-Boston Regional Airport
Attn: Airport Operations and Maintenance
400 Kelly Avenue
Manchester, New Hampshire 03032

ARTICLE VI – CONTRACTOR’S OBLIGATIONS

6.1 Damage to Contractor’s Equipment.

The Contractor must be familiar with all aspects of the delivery of the Materials, and be familiar with the conditions of the work and the site at the Airport. City shall not be liable for any damage which occurs to Contractor’s equipment while conducting such deliveries.

6.2 Environmental Compliance.

- A. *Environmental Laws.* Contractor shall comply with all Environmental Laws as applicable to Contractor’s obligations under this Agreement. Contractor shall promptly take all actions as may be necessary to abate, remove, and clean up, or otherwise cure any violation of Environmental Laws caused by any Hazardous Materials originated, generated, or disposed of on Airport property by Contractor. Contractor shall indemnify and hold City harmless from any failure to comply with the foregoing provisions of this Section 6.2. For purposes of this Section 6.2, “Hazardous Materials” are defined as any chemical, material, or substance which is regulated as toxic or hazardous or exposure to which, or disposition of which, is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority. Federal, state, county, regional, and local laws, ordinances, and regulations pertaining to or regulating "Hazardous Materials" are defined as "Environmental Laws".
- B. *Material Safety Data Sheets.* Contractor shall submit to City a Material Safety Data Sheet (“MSDS”) for each toxic or hazardous substance or mixture containing such substance pursuant to N.H. RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to New Hampshire RSA 277-A. Failure to submit an MSDS or failure to label each container will place the Contractor in noncompliance with this Agreement. Failure to submit MSDS or failure to label each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from furnishing substances or mixtures.

6.3 Governmental Requirements.

- A. *Compliance with Regulations.* Contractor shall comply with any applicable Federal Aviation Administration Regulations, as the same may be amended from time to time (including without limitation such rules and regulations of the Federal Aviation Administration as may be in effect from time to time with respect to airport security), and any other present or future laws, rules, regulations, orders or directions of the United States of America or the State of New Hampshire which from time to time may be applicable to Contractor's operations hereunder. Contractor shall procure from all governmental authorities having jurisdiction over the operations of Contractor hereunder, all licenses, franchises, certificates, permits, or other authorizations which may be necessary for the conduct of such operations, and Contractor shall comply with all laws and lawful ordinances, and governmental rules, regulations, and orders during the Term of this Agreement which from time to time may be applicable to Contractor's operations hereunder.
- B. *Federal Identification Number.* Contractor shall agree to provide to the City with proof of the Contractor's Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are: (i) a copy of a federal tax depository ticket; (ii) copy of an IRS label showing name and Federal ID Number of the Contractor; (iii) an IRS letter assigning a taxpayer Identification Number; or (iv) other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) PREPRINTED thereon. Any impertinent information may be blackened out before sending to City.

6.4 City's Rules and Regulations.

During the Term of this Agreement, Contractor shall observe and obey all rules and regulations promulgated by City governing conduct on and operations at the Airport, as such rules and regulations may be amended from time to time, provided that such rules and regulations do not conflict with the terms and conditions of this Agreement.

ARTICLE VII – INSURANCE

7.1 Required Insurance.

Beginning on the Effective Date and continuing throughout the Term of this Agreement, Contractor shall maintain, at Contractor's sole cost and expense, appropriate insurance for the activities contemplated by this Agreement, including, but not limited to, the following minimum amounts and types of insurance coverages required by this Section 7.1 (collectively, the "Insurance"):

- i. Contractor shall carry and maintain public and other comprehensive general liability insurance, including, but not limited to, completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual liability coverage insuring the agreements contained herein, with initial coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence, and not less than One Million Dollars (\$1,000,000.00) aggregate, in case of death of or injury to persons or loss, destruction, or damage to property;
- ii. Contractor shall carry and maintain commercial automobile liability insurance on all vehicles owned or hired by Contractor, or accessing the Airport on behalf of Contractor, with coverage of not less than One Million Dollars (\$1,000,000.00) aggregate in case of death of or injury to persons or loss, destruction, or damage to property
- iii. Contractor shall carry and maintain workers' compensation insurance in accordance with New Hampshire statutory limits.
- iv. Contractor shall carry and maintain a commercial umbrella policy providing the same coverage as the underlying policies required herein for not less than One Million Dollars (\$1,000,000.00) aggregate.

7.2 Insurance Coverage and Additional Insureds.

Contractor shall obtain the Insurance from an insurance company authorized to do business in the state of New Hampshire and reasonably acceptable to City. The Insurance shall be in so-called "occurrence" form, including bodily injury, death, and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon City, and all court costs and attorneys' fees and expenses arising out of or connected with the activities contemplated by this Agreement. Where applicable, City of Manchester and the Manchester-Boston Regional Airport shall be named as additional insureds on the Insurance, all of which must be primary and noncontributory with respect to these additional insureds. All insurance limits are subject to re-evaluation and revision, as City deems reasonably necessary, in City's sole discretion, at any time during the Term of this Agreement.

7.3 Evidence of Insurance and Material Changes.

Certificates of insurance for the Insurance shall be delivered to City by Contractor within (i) fourteen (14) days from the Effective Date, or (ii) prior to the date of the first delivery of Materials under this Agreement, whichever occurs first. Contractor shall provide City with thirty (30) days written notice of any substantial or material changes to or cancellation of any of the Insurance.

7.4 Failure to Maintain Insurance.

Contractor shall not violate, nor allow Contractor's employees, contractors, or agents to violate any of the terms, conditions, and provisions of the Insurance. If Contractor fails to maintain and deliver to City the certificates of insurance for the Insurance required by this Agreement, or if the Insurance required by this Agreement are cancelled prior to the end of the Term, City may, but is not obligated to, procure such insurance, or pay any outstanding premiums at Contractor's sole cost and expenses. Procurement of the Insurance or payment of premiums by City will not be deemed a waiver or release by City of a default under the terms of this Agreement, nor of any action City may take under this Agreement as a result of Contractor's default. Failure of Contractor to comply with the required coverage, terms, and conditions outlined in this Article VII will not limit Contractor's liability or responsibility. In the event of an uncured default under this Agreement, all right, title, and interest of Contractor in and to the Insurance then in effect and all proceeds payable thereunder shall thereupon vest in City.

7.5 Waiver of Subrogation.

Contractor hereby agrees to waive, and to require Contractor's insurers to waive, any right of subrogation against City under all the Insurance for any loss arising from or relating to this Agreement.

ARTICLE VIII – LIABILITY AND INDEMNITY

8.1 Limitation of City's Liability.

Except for injury or damage caused by the gross negligence or willful misconduct of City, or City's employees, contractors, or agents, neither City nor City's employees, contractors, or agents shall be liable for any loss, injury, damage, or inconvenience to Contractor or Contractor's employees, contractors, or agents, or to any property belonging thereto. Contractor hereby acknowledges and agrees that Contractor and Contractor's employees, contractors, and agents proceed with the activities contemplated by this Agreement at their own risk.

8.2 Indemnification.

Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold City and City's employees, contractors, and agents harmless from and against any and all liability and damages, costs, and expenses, including reasonable attorneys' fees, and from and against any and all allegations, suits, causes of action, claims, or demands of any kind or nature whatsoever, arising out of or in any manner connected with the activities contemplated by this Agreement ("Indemnified Losses"). Contractor shall defend any such Indemnified Losses with counsel reasonably acceptable to City. Contractor shall give City written notice of any Indemnified Losses promptly after Contractor receives notice thereof. Contractor shall not settle or compromise any claim related to any Indemnified Losses without the prior written consent of City.

8.3 Survival of Indemnity.

The provisions under this Article VIII shall survive the expiration or termination of this Agreement.

ARTICLE IX – DEFAULT

9.1 Events of Default.

In the event of any of the following, City shall have the rights set forth in this Article IX:

- i. Contractor defaults in the performance or observance of any covenants or conditions of this Agreement and such default remains unremedied for ten (10) days after written notice thereof has been given or sent to Contractor by City;
- ii. Any material warranty or representation made by Contractor to City as an inducement to enter into this Agreement or as made herein proves to be false or misleading;
- iii. Contractor files a petition of bankruptcy or insolvency in any federal court, a receiver is appointed to take possession of Contractor's business operations as a result of any act or omission of Contractor, or Contractor makes an assignment for the benefit of creditors, or Contractor is dissolved or liquidated.

9.2 Effects of Default.

In the event of any such defaults described in Section 9.1 herein, City will be entitled to immediately, or at any time thereafter, with or without notice or demand, terminate this Agreement. City's election to terminate this Agreement shall not be construed as a waiver of any claim City may have against Contractor hereunder. Contractor shall pay all costs and expenses incurred by City in enforcing the terms and conditions of this Agreement.

ARTICLE X – NOTICES

Any written notice, request, or demand required or permitted by this Agreement will, until either party notifies the other in writing of a different address, be properly given if (i) hand delivered; (ii) sent by certified mail, return receipt requested; (iii) registered first class mail, postage prepaid; or (iv) delivered by a nationally recognized overnight delivery service, and addressed as follows:

To City at: Manchester-Boston Regional Airport
One Airport Road, Suite 300
Manchester, New Hampshire 03103
Attention: Properties and Contracts

To Contractor at: [INSERT ADDRESS]

All such notices shall be deemed effective as of the date of delivery if hand-delivered or sent by overnight delivery service, or three (3) days after such notice is deposited in the U.S. mail if sent by certified or registered mail.

ARTICLE XI – GENERAL PROVISIONS

11.1 Applicable Law.

Contractor shall comply with all applicable municipal, county, state, and federal laws, ordinances, rules, and regulations. Contractor, to the extent Contractor may legally do so, hereby consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court of the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts for the purposes of any suit, action, or other proceedings arising out of any of the obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections Contractor may have to venue in any such courts.

11.2 Severability.

The determination by a court of competent jurisdiction and venue that any one or more of the terms, clauses, or provisions of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other term, clause, or provision of this Agreement.

11.3 Entire Agreement.

This Agreement and the Exhibits attached hereto and incorporated herein shall constitute the entire agreement between the parties hereto and no part hereof may be changed, altered, amended, modified, limited, or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by City and Contractor or their respective assigns. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect.

11.4 Interpretation.

The captions of the Sections of this Agreement are to assist the parties in the reading of this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts, or omissions of Contractor, the term “Contractor” shall include Contractor’s agents, employees, contractors, or successors. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement was prepared by one party, it being recognized that City and Contractor have had the opportunity to consult with counsel prior to executing this Agreement.

11.5 Counterparts.

This Agreement may be executed in any number of counterparts, or counterpart signature pages, with the same effect as if all of the signatures on such counterparts appeared on one document, and each such counterpart shall be deemed to be an original document.

11.6 Force Majeure.

Neither City nor Contractor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

IN WITNESS WHEREOF, this Goods & Services Agreement has been entered into as of the Effective Date.

**City of Manchester,
Department of Aviation
("City")**

By: _____
Theodore S. Kitchens, A.A.E.
Airport Director

Date: _____

[CONTRACTOR'S NAME]

By: _____
_____, Duly Authorized

Date: _____

SAMPLE