



**REQUEST FOR PROPOSALS
FOR:**

AIRPORT LAW ENFORCEMENT SERVICES

Solicitation Number: FY26-805-29

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

February 11, 2026

**REQUEST FOR PROPOSALS
FOR
AIRPORT LAW ENFORCEMENT SERVICES**

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

Solicitation Number FY26-805-29

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 solicits proposals for Airport Law Enforcement Services (each a “Proposal”).

It is the intent of the City to select a qualified firm who submits a Proposal (each a “Respondent”). The City intends to award the successful Respondent(s) with an Airport Law Enforcement Agreement (the “Agreement”) for a fixed term of six (6) years, with two (2) options for two (2) years each. The City reserves the right to reject any or all Proposals and to waive any informality in the competitive process. Respondents bear all costs associated with development of their Proposal.

Title VI Solicitation Notice:

The 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 for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit responses to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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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.

“**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.

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

“**Proposal(s)**” means, jointly and severally, the Respondents’ responses to the 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 Airport Law Enforcement Services, Solicitation Number FY26-805-29, and all appendices, attachments, and addenda hereto.

“**Rules and Regulations**” means the rules and regulations promulgated by City governing conduct on, and operations at, the Airport, as may be amended from time to time. The Rules and Regulations in effect as of the date of issuances of the RFP can be found on the City’s website at: <https://www.flymanchester.com/public-documents-and-plans/>, and are incorporated herein by reference.

“**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 Purpose of this RFP

Respondents to this Request for Proposals should demonstrate sufficient resources and ability to provide law enforcement services ensuring that all federal and state laws and regulations, local ordinances, and the Rules and Regulations are enforced within the boundaries of the Manchester-Boston Regional Airport's property. Respondents should demonstrate the ability to provide prompt, efficient, and courteous service to City for the benefit of the general public.

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 such 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** to this RFP, certifying that the Respondent:

- 1) Has at least ten (10) years of experience in providing law enforcement services;
- 2) Meets state and local requirements for law enforcement services and is sworn to uphold laws in the State of New Hampshire, with full powers of arrest, and the ability to operate and coordinate across multiple jurisdictions, specifically, the ability to operate in both the city of Manchester, New Hampshire, and the town of Londonderry, New Hampshire, or have a plan to obtain such abilities; 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-Boston Regional 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-Boston Regional Airport is classified in the National Plan of Integrated Airport Systems as a small-hub airport and is home to commercial airlines, a robust cargo system, and corporate and general aviation users. The 1,500-acre Airport is the largest air carrier airport in the state of New Hampshire, with two runways, three separate cargo facilities, multiple corporate/private hangars, and owns multiple, non-contiguous properties located in both the city of Manchester and the town of Londonderry.

SECTION II – DESCRIPTION OF WORK

The scope of work under this RFP and the Agreement includes those activities required for law enforcement services at the Airport. The Contractor's services and performance under this RFP and the Agreement shall include, but is not limited to, the following:

2.1 General Scope

Contractor shall provide general policing and investigative functions at the Airport, and provide law enforcement services as required by federal regulations. Such services shall include, but shall not be limited to, the following:

- Patrolling the Airport terminal and buildings, lots, fence lines, parking lots, and roadways on Airport property;
- Responding to and investigating security access points and duress alarms;
- Enforcing all local, state, and federal laws, and the Airport Rules and Regulations, through the issuance of warnings, citations, or physical arrests;
- Providing law enforcement support to Airport operations, including, but not limited to, aeronautical ramp patrols as needed;
- Planning, allocating, and monitoring time, people, equipment, and other resources to ensure efficient organization and completion of work;
- Preparing and managing operational budgets and monitoring and controlling budget expenditures;
- Ensuring qualified individuals are recruited and properly, carefully, and rigorously screened and selected to fill all contract law enforcement positions; and
- Providing notice to the Director regarding security and law enforcement incidents occurring at the Airport and preparing reports to be supplied to the Director as needed or requested.

2.2 Exclusive Airport Operations

Contractor shall operate as a separate Airport division of the of the main law enforcement body. The agreed upon staffing levels then on-shift may not be called off Airport property for any reason whatsoever, no matter what the circumstances, unless they receive the explicit, direct permission of the Director.

2.3 Staffing and Scheduling

Contractor shall supply fully certified law enforcement officers that meet the requirements of New Hampshire state law. A division commanding officer, situated on site, shall be provided for general supervision and as a liaison to City. Contractor shall supply sufficient coverage for a twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year schedule. For the purposes of this RFP, the City defines minimum staffing as one (1) supervisor per shift with two (2) additional officers on day shift and afternoon shift, and (1) additional officer on overnight shift. There may not be any change of the coverage rate set in the Agreement unless agreed to by the Director. Airport management retains the right and discretion to determine staffing levels, work assignments, and duties.

SECTION III – BUSINESS TERMS

3.1 Binding Offer

Proposals shall remain valid for a period of ninety (90) calendar days following the 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, the Proposal, and subsequent Agreement.

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 services elsewhere, as the City may deem to be in 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 City, in City's sole discretion, to believe that collusion exists among Respondents. No Respondent party to such collusion will be considered in any future proposals or bids at the 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 the 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) *Criterion 1: Technical and Operational Capabilities*

In this section, the Respondent shall describe the Respondent's capabilities that will facilitate accomplishment of the types of work contemplated under this RFP, including, but not limited to, Respondent's capability to perform law enforcement functions and to include and coordinate with civilian management. Respondents may include in this section any additional information Respondent deems important to demonstrate Respondent's ability to meet the requirements of this RFP.

(b) *Criterion 2: Past Performance & Industry Experience*

This section shall demonstrate the Respondent's past performance and industry experience. Respondents should describe their experience in providing law enforcement services, particularly contracted services. For each example Respondents shall include, at a minimum, the name and location of the party served, scope of services provided by Respondent, the period of performance, and a point of contact to serve as a professional reference, having direct knowledge of the Respondent's work, including the point of contact's name, title, phone number, and e-mail address.

NOTE: By including this information in the Proposal, Respondent is providing City permission to contact the persons listed for reference checks.

(c) *Criterion 3: Proposed Staffing Plan and Coverage*

This section shall include a description of the Respondent's ability to meet the staffing requirements described in this RFP and, if necessary, identify the time necessary to attain full staffing requirements. This section shall include any recommendations Respondent would like to propose regarding staffing plans, Respondent's methodology for scheduling of personnel, including coverage plans for staffing sick calls, holidays, vacations, and related call-outs and schedule variations; and details regarding the number of personnel at each applicable rank.

(d) *Criterion 4: Fee Structure*

Respondents shall provide a clear, complete, and competitive cost breakdown for the services described in this RFP. Respondents should identify all proposed and anticipated fees, startup costs, recurring costs, and all other anticipated costs and estimated expenses related to the services to be provided under this RFP, including, but not limited to, the following:

- Salary range and number of steps associates with each position (e.g. Commanding Officer, Sergeant, and Police Officer);
- Average benefits costs associated with each position;
- Any foreseen salary and benefit changes during the next six (6) years;
- Estimated annual overtime costs, along with a proposed cap on the number of overtime hours; and
- Administrative overhead charges, with details regarding what said charges cover.

Respondents shall be transparent in their pricing and address all reasonably anticipated costs for out-of-scope items and associated expenses, potential future costs, and scalability implications.

(e) *Required Certifications*

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

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

Proposals shall be organized in sections consistent with **Criterion 1** through **Criterion 4** above. Proposals are limited to **thirty (30), 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)-4.1(d).

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

- Title page; and
- Required certifications.

Respondents shall provide all items not counting towards the page limit as appendices to their Proposal. Respondents shall include sequential pagination in their Proposals identifying the pages being submitted as part of the page limit. Respondents shall use 8.5" x 11" paper for their submission.

ANY PAGES BEYOND THE THIRTY (30) PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 8.5" X 11" 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 may send an electronic .pdf version of their Proposal to procurement@flymanchester.com, provided that the electronic file is the **EXACT SAME VERSION** as the hardcopy. Further, City will NOT ACCEPT any changes to Proposals after the Submission Deadline is passed. City will NOT ACCEPT any Proposals submitted electronically if 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 FY26-805-29
Airport Law Enforcement 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 **March 6, 2026** (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
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.

PLEASE NOTE:

THE CITY IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED

4.4 Details Provided in this 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.

4.5 Withdrawal or Modification of Proposal

Respondents that submit Proposals prior to the Submission Deadline 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. Negligence on the part of the Respondent in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened.

4.6 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) 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 the Respondent or the profits expected to arise therefrom; (iii) the Respondent has not, directly or indirectly, induced any other Respondent to submit a false Proposal; (iv) 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; and (v) the Respondent's Proposal is made in good faith without fraud, collusion, or connection with any other Respondent submitting a Proposal.

4.7 Proposal Opening

There will not be a public opening of the Proposals received under this procurement effort. Proposals will be opened and evaluated after the Submission Deadline.

NO PROPOSALS WILL BE ACCEPTED AFTER THE SUBMISSION DEADLINE.

4.8 Right to Request Supplemental Information

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

Solicitation Step	Date
Deadline for Questions	February 20, 2026 at 2:00 P.M.
Date Responses to Questions will be posted	February 27, 2026 at 5:00 P.M.
Proposal Submission Deadline	March 6, 2026 at 2:00 P.M.
Interviews Completed (if necessary)	April 3, 2026
Operating Agreement Executed	June 1, 2026

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) – 4.1(d)**. 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
Technical and Operational Capabilities	40 points
Past Performance & Industry Experience	35 points
Proposed Staffing Plan and Coverage	20 points
Fee Structure	55 points
TOTAL MAXIMUM SCORE PER EVALUATOR	150 points

(b) *Tiebreaker*

In the event of a tie between two (2) or more Respondents, the Respondent with the higher score for Fee Structure under **Criterion 4** 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 the top scoring Respondents for the interview phase of the selection process. Those submissions not selected will be eliminated from further consideration.

5.5 Interviews

Shortlisted Respondents shall have the opportunity to present their qualifications to the Evaluation Committee. 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. The criteria used to score the interviews shall be included in the notification issued to shortlisted Respondents.

5.6 Final Selection

Upon completion of the interviews, if conducted, or the initial evaluation, if no interviews are conducted, written or verbal negotiations may be conducted with one or more Respondents to ensure the most advantageous results for the City over the full contract term.

SECTION VI – GENERAL PROVISIONS

6.1 Airport Right to Reject and Waive Minor Irregularities

The City, in the City’s sole discretion, reserves the right to, (i) reject any and all Proposals, wholly or in part, (ii) re-advertise for additional Proposals, (iii) waive any informality or minor irregularities pursuant to Section 6.6, and (iv) make awards in any manner deemed in the best interest of the City.

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. 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, REJECTION OF SAID RESPONDENT'S PROPOSAL, AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.

6.4 Addenda 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 Airport 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 addenda into their Proposal and to acknowledge receipt of any addenda by signing the *Addenda 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 *Addenda 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(s) 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 be discarded.

6.8 Contract Agreement

The City intends to enter into an Agreement with one Respondent for a fixed term of six (6) years, with two (2) options of two (2) years each.

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.

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.

6.10 Specifications

Unless otherwise stated by the Respondent, the Proposal will be considered as being in strict accordance with the specifications outlined in this RFP. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes only to guide the Respondent in interpreting the requirements of the City and should not be construed as excluding Proposals 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 RFP unless a departure or substitution is clearly noted and described in the Contractor's Proposal.

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:

- 1) Has at least ten (10) years of experience in providing law enforcement services;
- 2) Meets state and local requirements for law enforcement services and is sworn to uphold laws in the State of New Hampshire, with full powers of arrest, and the ability to operate and coordinate across multiple jurisdictions, specifically, the ability to operate in both the city of Manchester, New Hampshire, and the town of Londonderry, New Hampshire, or have a plan to obtain such abilities; 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.

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

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