



**REQUEST FOR PROPOSALS  
FOR:**

**AIRCRAFT LANDING FEE BILLING  
AND COLLECTIONS SERVICES**

**Solicitation Number: FY25-805-21**

MANCHESTER-BOSTON REGIONAL AIRPORT  
MANCHESTER, NEW HAMPSHIRE

November 22, 2024

**REQUEST FOR PROPOSALS  
FOR  
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AND COLLECTIONS SERVICES**

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

**Solicitation Number FY25-805-21**

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 Aircraft Landing Fee Billing and Collection Services (each a “Proposal”).

It is the intent of the City to select a qualified vendor who submits a Proposal (each a “Respondent”). The City intends to award the successful Respondent(s) with a professional services agreement (the “Agreement”) for a fixed term of three (3) years with two (2), two (2) year options. 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.

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	3
SECTION I – INTRODUCTION .....	5
1.1 Definitions .....	5
1.2 Purposes of this RFP.....	5
1.3 Minimum Qualifications.....	6
1.4 Airport Overview.....	6
SECTION II – DESCRIPTION OF WORK.....	7
SECTION III – BUSINESS TERMS .....	7
<b>3.1 Binding Offer</b> .....	7
<b>3.2 Compliance</b> .....	7
<b>3.3 Non-Exclusivity</b> .....	7
<b>3.4 Collusion</b> .....	8
<b>3.5 Hold Harmless</b> .....	8
<b>3.6 Governance</b> .....	8
<b>3.7 Public Disclosure</b> .....	8
SECTION IV – INSTRUCTIONS FOR PREPARATION OF PROPOSAL .....	8
4.1 Proposal Content.....	9
(a) <i>Letter of Submittal</i> .....	9
(b) <i>Proposal Criteria</i> .....	9
(i) Criterion 1: General Corporate Overview and Capabilities .....	9
(ii) Criterion 2: Past Performance and Industry Experience .....	10
(iii) Criterion 3: Project Approach & Customer Service .....	10
(iv) Criterion 4: Functional and Technical Capabilities .....	11
(v) Criterion 5: Cost .....	11
(c) <i>Required Certifications</i> .....	11
4.2 Proposal Organization .....	12
4.3 Submission Date and Procedures.....	12
4.4 Details Provided in this RFP.....	13
4.5 Withdrawal or Modification of Proposal .....	13
4.6 Proposal Warranty .....	13
4.7 Proposal Opening .....	13
4.8 Right to Request Supplemental Information.....	14
SECTION V – SELECTION PROCESS.....	14
5.1 Selection Process .....	14
5.2 Tentative Solicitation Schedule .....	14
5.3 Preliminary Review .....	14

5.4 Initial Evaluation and Scoring ..... 14

5.5 Interviews ..... 15

5.6 Final Selection ..... 15

SECTION VI – GENERAL PROVISIONS ..... 16

6.1 Airport Right to Reject and Waive Minor Irregularities ..... 16

6.2 Inquiries ..... 16

6.3 Contact With Airport Staff ..... 16

6.4 Addenda and Clarifications ..... 16

6.5 Additional Provisions ..... 17

6.6 Rejection of Irregular Proposals ..... 17

6.7 Cost..... 17

6.8 Contract Agreement..... 17

6.9 Non-Discrimination Provisions ..... 17

APPENDIX A: CERTIFICATION FORMS ..... 18

**CERTIFICATION OF MINIMUM QUALIFICATIONS** ..... 19

**CERTIFICATION OF NON-COLLUSIVE PROPOSAL** ..... 20

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT** ..... 21

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY  
    CONVICTIONS**..... 22

APPENDIX B: FUNCTIONAL AND TECHNICAL CAPABILITIES..... **Error! Bookmark not defined.**

## 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.

“**CBP**” means the United States Customs and Border Protection.

“**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.

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

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

“**LADD**” means the Limited Aircraft Data Display program implemented under 2018 HR 254 FAA Reauthorization Bill: Section 566, Right to Privacy When Using Air Traffic Control System.

“**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 Aircraft Landing Fee Billing and Collection Services, dated November 22, 2024, Solicitation Number FY25-805-21, 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 should demonstrate a high level of competence and excellence in accurately tracking, collecting, and reporting aircraft activity and operational data as well as invoicing and collecting aircraft fees, such as landing fees, parking fees, and CBP airport fees, via an aircraft operator/operations database which Respondent either legally licenses or owns.

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 Respondent:

- 1) Has the following business experience:
  - a. Has (i) been in continuous existence as an aircraft tracking, billing, and collection company for at least the last three (3) years, which is further defined as sixty (60) consecutive months; and, (ii) has successfully and properly deployed and managed such tracking, billing, and collections systems as described in this RFP in five (5) or more airports in the United States with similar or greater aircraft activity as the Airport; **or**
  - b. Any relevant experience which Respondent can demonstrate is equivalent to the above-described requirements; and
- 2) Has passed an SOC 2 audit within the last 12 months from the date of this RFP; and
- 3) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- 4) 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 services, a robust cargo system, and corporate and general aviation users. The 1,200-acre Airport is the largest air carrier airport in the state of New Hampshire, with two runways, three separate cargo facilities, multiple private hangars, and, as of March 31, 2024, approximately 88 based aircraft.

Commercial airlines serving the Airport include: American Airlines, Avelo Airlines, Breeze Airlines, JetBlue Airways (starting January 2025), Southwest Airlines, Spirit Airlines (currently paused), Sun Country Airlines, and United Airlines. Combined, these airlines provide non-stop service to Baltimore-Washington, Charlotte, Chicago O'Hare, Chicago Midway, Greenville-Spartanburg, Minneapolis St Paul, Newark, Orlando, Philadelphia, Raleigh-Durham, Tampa, and Washington National, as well as seasonal flights to Charleston, Fort Myers, and Myrtle Beach. The Airport welcomed approximately 1.3 million total passengers during Calendar Year 2023.

The Airport is the third largest cargo airport in New England and in 2023 enjoyed a record-breaking year with more than 235 million pounds of cargo processed. The Airport meets regularly with incumbent carriers as well as other prospective airlines to bring more seats and service to the Manchester market. Demand for air service remains strong, with load factors generally averaging in the low to mid 80th percentile. For further details, please see the below chart detailing tower operations at the Airport from January 2023 to January 2024.

## ATADS : Tower Operations : Standard Report

From 01/2023 To 01/2024 | Facility=MHT

Date	IFR Itinerant				IFR Overflight				VFR Itinerant				VFR Overflight				Local			Airport Operations	Tower Operations				
	Air Carrier	Air Taxi	Air General Aviation	Military	Carrier	Air Taxi	Air General Aviation	Military	Carrier	Air Taxi	Air General Aviation	Military	Carrier	Air Taxi	Air General Aviation	Military	Civil	Military	Total						
Jan-23	1,308	609	348	36	2,301	1	3	31	3	38	2	58	419	3	482	0	15	213	4	232	242	4	246	3,029	3,299
Feb-23	1,277	648	361	19	2,305	1	5	25	2	33	2	81	498	5	586	1	15	245	0	261	185	0	185	3,076	3,370
Mar-23	1,396	675	448	56	2,575	0	10	22	2	34	0	99	530	3	632	4	10	230	8	252	324	44	368	3,575	3,861
Apr-23	1,484	621	414	15	2,534	0	9	43	3	55	1	97	570	8	676	0	14	249	3	266	155	0	155	3,365	3,686
May-23	1,496	718	326	7	2,547	2	22	32	4	60	0	117	692	6	815	0	19	356	7	382	28	0	28	3,390	3,832
Jun-23	1,557	765	501	11	2,834	0	25	86	5	116	0	103	429	6	538	0	11	201	8	220	90	0	90	3,462	3,798
Jul-23	1,644	735	434	11	2,824	3	14	91	3	111	6	137	569	7	719	0	16	407	6	429	278	0	278	3,821	4,361
Aug-23	1,579	781	439	5	2,804	3	19	77	4	103	0	183	672	19	874	0	22	400	4	426	347	22	369	4,047	4,576
Sep-23	1,460	708	444	19	2,631	2	20	64	2	88	4	134	624	15	777	0	12	306	1	319	329	12	341	3,749	4,156
Oct-23	1,603	702	521	31	2,857	1	22	68	7	98	1	156	682	14	853	0	21	355	2	378	494	4	498	4,208	4,684
Nov-23	1,448	700	376	33	2,557	1	10	33	2	46	1	196	1,100	15	1,312	0	29	313	2	344	423	30	453	4,322	4,712
Dec-23	1,472	743	349	34	2,598	0	12	41	3	56	0	127	396	18	541	0	17	257	2	276	300	26	326	3,465	3,797
Jan-24	1,194	727	322	37	2,280	1	11	13	5	30	0	108	384	14	506	2	16	185	1	204	237	30	267	3,053	3,287
<b>Total:</b>	<b>18,918</b>	<b>9,132</b>	<b>5,283</b>	<b>314</b>	<b>33,647</b>	<b>15</b>	<b>182</b>	<b>626</b>	<b>45</b>	<b>868</b>	<b>17</b>	<b>1,596</b>	<b>7,565</b>	<b>133</b>	<b>9,311</b>	<b>7</b>	<b>217</b>	<b>3,717</b>	<b>48</b>	<b>3,989</b>	<b>3,432</b>	<b>172</b>	<b>3,604</b>	<b>46,562</b>	<b>51,419</b>

## SECTION II – DESCRIPTION OF WORK

The City is seeking Proposals from qualified Respondents who can implement and manage an aircraft billing and collection system in alignment with the requirements described in this RFP. The Contractor will install, maintain, and support the software and hardware required to meet the goals of this RFP, as well as provide City with appropriate training and related materials as needed. The proposed systems and training shall include, but are not limited to, the requirements described in **Appendix B** to this RFP.

## 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, 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 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 calendar 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) *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) calendar 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. A project organizational chart shall be included and shall clearly identify the reporting structure related to the scope of this project and the relationship between individuals and/or subconsultants, as applicable. This section should also include a current audited financial statement. If a Respondent does not have a current audited financial statement, then an executed certification stating that such a statement does not exist, and a compiled financial statement will suffice.

**FAILURE TO PROVIDE AN AUDITED FINANCIAL STATEMENT, OR THE APPROPRIATE ALTERNATIVE DESCRIBED HEREIN, WILL RESULT IN A NON-RESPONSIVE PROPOSAL.**

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

This section shall demonstrate the Respondent's past performance and industry experience supported by three (3) examples of airports in the United States that have similar or greater levels of aircraft activity as the Airport for whom Respondent has implemented and managed aircraft fee solutions, including billing and collection, similar to the scope of services and products being requested in this RFP. Each example shall include, at a minimum, the following information:

- a. Name and location of airport served;
- b. Aircraft activity levels at airport;
- c. Scope of services provided by Respondent;
- d. Period of performance;
- e. Evidence of strong success rate in fee collection; and
- f. Point of contact to serve as a professional reference, having direct knowledge of the Respondent's work at said airport, 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.**

(iii) *Criterion 3: Project Approach & Customer Service*

In this section, the Respondent shall outline their approach and provide details about how they will meet the objectives of this RFP, including, but not limited to, describing the services that the Respondent will provide, the methodology the Respondent will follow, how the Respondent will manage the program to minimize workload for City employees, and how the Respondent will train City employees. In addition to the above, Respondents shall use this section to address the following:

- a. Implementation Plan. Respondent shall detail an implementation plan, including timelines, milestones, testing phases, and contingency measures. This plan should cover installation, configuration, and integration with existing systems, as applicable, and describe plans for ensuring business continuity during the transition, including fallbacks to the old system if critical issues arise with the new system. This section should also describe the Respondent's go-live strategy, indicate whether the transition will be done all at once or in phases, and express the methods for conducting a post-implementation review to assess the project's success, identify any issues, and optimize the system for better performance.
- b. Customer Service. Respondent shall also use this section to demonstrate how Respondent will ensure a high-quality customer service experience for both City and aircraft owners and operators that use the Airport. In this section, Respondent shall detail the location(s) of Respondent's customer service team, the level and timing of responsiveness, and how Respondent provides comprehensive in-person, telephone, email, web, and on-going support and maintenance.

- c. **Training.** Respondent shall describe plans for training City's employees, including initial training, recurrent training, and, if necessary, new employee training. Respondent shall detail the comprehensive training materials to be provided, including, but not limited to, detailed user guides, online tutorials, and training sessions for different levels of users.

(iv) *Criterion 4: Functional and Technical Capabilities*

In this section Respondent shall demonstrate the type and quality of the processes and technology Respondent intends to use to meet the objectives of this RFP. This section should include a system process overview and details to demonstrate the following:

- a. Clarity and suitability of system features, architecture, design, and integration based on the requirements in the format provided in **Appendix B** to this RFP;
- b. Complete responses to how the proposed solutions meet the requirements provided in **Appendix B** to this RFP;
- c. Robustness of Respondent's proposed cyber security measures;
- d. Respondent's compliance with relevant industry and regulatory standards;
- e. Respondent's preparedness to adapt to future technology shifts;
- f. How the system can grow with the organization;
- g. Innovative aspects of the proposed technical solution; and
- h. Specific strategies to ensure long-term relevance.

As part of the response to this section, Respondents shall also include a sample report from the proposed system.

(v) *Criterion 5: Cost*

Respondents shall provide a clear, complete, and competitive cost breakdown for the services described in this RFP. Responses to this section shall include, at a minimum, the costs for all proposed and anticipated hardware and software, licensing fees, startup costs, recurring costs, and all other anticipated costs and estimated expenses related to the services to be provided under this RFP. 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.

(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** 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

The Proposal shall be organized in sections consistent with Section 4.1 above. Proposals are limited to **40, 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(b); and
- Responses to the Functional and Technical Capabilities chart in **Appendix B** to this RFP, including comments pages.

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

- Letter of Submittal;
- Audited financials or approved equivalent;
- Sample report from proposed system; 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, understanding that the entire Proposal shall use the same size paper (e.g. no z-folds or mixing of page sizes).

**ANY PAGES BEYOND THE 40 PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 8.5"X11" 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](mailto:procurement@flymanchester.com), provided that the electronic file is 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 FY25-805-21  
Aircraft Landing Fee Billing and Collection 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 January 10, 2025** (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 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.

#### **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**.

<u>Solicitation Step</u>	<u>Date</u>
Deadline for Questions	December 6, 2024 at 2:00 P.M.
Date Responses to Questions will be posted	December 13, 2024 at 5:00 P.M.
<b>Proposal Submission Deadline</b>	<b>January 10, 2025 at 2:00 P.M.</b>
Interviews Completed (if necessary)	February 7, 2025
<b>Notification of Intent to Award</b>	<b>February 14, 2025</b>

#### 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(b)**. 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:

<b>Criteria</b>	<b>Max Score</b>
General Corporate Overview and Capabilities	15 points
Past Performance and Industry Experience	15 points
Project Approach & Customer Service	30 points
Function and Technical Capabilities	20 points
Cost	20 points
<b>TOTAL MAXIMUM SCORE</b>	<b>100 points</b>

The maximum score per evaluator is **100 points**. Respondents should note that the City has placed significant weight on three criteria: a) Project Approach & Service, b) Functional and Technical Capabilities, and c) Cost. 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 higher Project Approach & Service score 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. The selected group of shortlisted Respondents may be asked to provide a demonstration of their product. Those submissions not selected will be eliminated from further consideration.

**5.5 Interviews**

Notwithstanding the provisions of Section 5.1 above, the City may elect to interview the top scoring 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. 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](mailto: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/](http://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 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 three (3) year fixed term with two (2) two-year options.

## **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:

1. Has the following business experience:
  - a. Has (i) been in continuous existence as an aircraft tracking, billing, and collection company for at least the last three (3) years, which is further defined as sixty (60) consecutive months; and, (ii) has successfully and properly deployed and managed such tracking, billing, and collections systems as described in this RFP in five (5) or more airports in the United States with similar or greater aircraft activity as the Airport; **or**
  - b. Any relevant experience which Respondent can demonstrate is equivalent to the above-described requirements; and
2. Has passed an SOC 2 audit within the last 12 months from the date of this RFP; and
3. Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
4. 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

**APPENDIX B: FUNCTIONAL AND TECHNICAL CAPABILITIES**

**RESPONDENT NAME:** \_\_\_\_\_

Requirements			
ID Number	Requirement Description	Meets Requirements (Y/N)	Comments
1	<b>Tracking &amp; Data Collection</b>		
1.1	Multiple surveillance and aircraft identification data sources, including, but not limited to, the use of visual flight rules, with the goal of tracking and reporting data as accurately as possible.		
1.2	Automatic, and without the presence of onsite personnel, tracking of aircraft operations, with ability to identify aircraft and collect data and create reports related thereto.		
1.3	Ability to bill select fees on City's behalf, depending on the type of activity.		
1.4	Ability to track and identify ninety-nine percent (99%) of aircraft, including helicopters, arriving at and departing from the Airport, including, but not limited to, aircraft operating with incorrect or missing flight plans, aircraft diverting to the Airport, and aircraft on the FAALADD list.		
1.5	Ability for users to easily access and export data related to the above.		
1.6	Search features for easy review of above referenced data.		
2	<b>Cyber Resilience</b>		
2.1	<b>Multi-Factor Authentication.</b>		
2.1(a)	The system must provide support for Multi-Factor Authentication for access.		
2.1(b)	The solution must support either application native MFA or SSO OKTA integration.		
2.2	End-to-End Encryption (E2EE) to protect against loss of data integrity.		
2.3	Data and information at rest is encrypted.		
2.4	Regular Updates and Patch Management: The system and its associated software and components are continually and seamlessly updated, with zero outage experienced by users.		

Requirements			
ID Number	Requirement Description	Meets Requirements (Y/N)	Comments
2.5	Monitoring, Detection, and Reporting: Continuous monitoring of the services to detect, respond to, and mitigate cybersecurity threats, including unusual activity or potential security breaches. The vendor must have an effective incident response plan that includes procedures for reporting security incidents.		
2.6	Disaster Recovery and Business Continuity Planning: Establish and regularly test a disaster recovery plan to ensure that the system can be quickly restored in case of a cyber incident or other disruptions.		
2.7	System configuration will be periodically backed up with the ability to store backup copies offline.		
2.8	The system and devices must have configurations to prevent cyber exploits and fraud.		
2.9	The system should guarantee uptime of 99.999% ("five nines"), minimizing downtime to ensure continuous availability.		
2.10	Regular Security Audits and Updates: Commitment from the vendor to provide ongoing security assessments and timely updates to address new vulnerabilities.		
3	<b>Database Management</b>		
3.1	Ability to manage multiple, worldwide databases that allow for the creation of invoices for all applicable fees.		
3.2	All such databases shall be continuously updated with the most current billing information.		
3.3	All such databases shall allow for efficient matching of the following data: (i) aircraft registration numbers to equipment type (aircraft model specifications/weights), (ii) aircraft registration numbers to aircraft weights including maximum landing weight and maximum take-off weight, and (iii) aircraft registration numbers with aircraft operator and ownership information, including up to date contact information (phone numbers, physical addresses, email address, etc.)		



Requirements			
ID Number	Requirement Description	Meets Requirements (Y/N)	Comments
3.4	Ability for users to easily access and export data related to the above.		
3.5	Search features for easy review of above referenced data.		
4	<b>Invoicing and Collections</b>		
4.1	Ability to invoice aircraft according to the Airport's fees, rates, and charges schedule and operating status of carriers (i.e., signatory versus non-signatory). Note: City will provide selected vendor with details operating status of carriers.		
4.2	Ability to identify and implement increased fees for operations at night.		
4.3	Ability to identify and implement graduated fees that increase with weight.		
4.4	Ability to apply fees specific to commercial (Part 135) operations.		
4.5	Ability to identify exemptions from fees for based, government, or medical flights.		
4.6	Includes an active collections process that prioritizes past due payments.		
4.7	Ability for users to easily access and export data related to the above.		
4.8	Search features for easy review of above referenced data.		
5	<b>Dashboard/Portal</b>		
5.1	Includes an online dashboard/portal system showing real-time operations data and fee calculations, as well as monthly collections and aging reports and includes the ability to print invoices and to export data from the dashboard/portal for internal uses.		
5.2	Includes an online dashboard/portal system for aircraft owners and operators that use the Airport, that includes the ability to print invoices, pay fees with checks, credit cards, or ACH (Automatic Clearing House) payments, submit questions, and refute charges.		