

REQUEST FOR QUALIFICATIONS AND PROPOSALS

Public Relations and Marketing Services



**Pease Development Authority
55 International Drive
Portsmouth, NH 03801**

**RFP Issue Date
January 30, 2023**

**RFP Submittal Date
February 28, 2023
2:00 P.M. EST**

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LEGAL ADVERTISEMENT
Request for Qualifications and Proposals
January 30, 2023
Public Relations and Marketing Services

The Pease Development Authority (“PDA”) invites the submission of Letters of Interest and Statements of Qualifications and Proposals from interested and qualified parties with demonstrated expertise in **PUBLIC RELATIONS AND MARKETING** to assist the PDA in designing and implementing a cost-effective marketing strategy, create marketing materials, and assist on public relations matters, all on an on-call / as needed basis. A copy of the detailed Request for Qualifications and Proposals and instructions for submittal may be obtained from the Pease Development Authority online at <https://peasedev.org/business/bids-opportunities/> beginning January 30, 2023. Responses are due no later than 2:00 p.m. local time, February 28, 2023.

The PDA reserves the right to accept or reject any or all proposals and to waive any formalities or irregularities in the best interest of PDA. The PDA is not liable for any costs incurred by the responding parties. All Respondents must be licensed in accordance with New Hampshire laws. PDA recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with PDA are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. PDA encourages Disadvantaged, Minority, and Women-Owned Business Enterprises to participate in its RFP process.

PROSPECTIVE RESPONDENTS SHALL NOT CONTACT ANY PEASE DEVELOPMENT AUTHORITY OFFICIALS OR STAFF REGARDING THIS REQUEST FOR PROPOSALS, OTHER THAN THE SPECIFIED CONTACT PERSON LISTED IN THE RFP.

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
www.peasedev.org

REQUEST FOR QUALIFICATIONS AND PROPOSALS

I. INTRODUCTION

Pease Development Authority (“PDA”) is interested in contracting with a consultant to provide on call public relations and marketing services.

II. TIMELINE

| Scheduled Item | Scheduled |
|---|-----------------------------------|
| Request for Qualifications and Proposals (RFP) Issue Date | January 30, 2023 |
| Requests for Information Deadline (Questions) | February 9, 2023 |
| Addendum Issued | February 16, 2023 |
| RFP Submittal Deadline | February 28, 2023 – 2:00 P.M. EST |
| Anticipated approval by PDA Board of Directors | March 16, 2023 |

III. PEASE DEVELOPMENT AUTHORITY

PDA was created under New Hampshire RSA 12-G, as amended, as a State agency responsible for the operation of the Pease International Tradeport, which includes an airport, golf course and business park. In addition, the New Hampshire Division of Ports and Harbors and Skyhaven Airport in Rochester, NH are part of the PDA. PDA is governed by a seven (7) member Board of Directors. Under their direction, an Executive Director manages the PDA on a daily basis.

PDA operates a closed financial system. No local, state or federal general taxes, such as property, utility, sales, intangible or income taxes directly support PDA. PDA receives, for certain capital projects, state and federal financial funds. General information regarding the PDA can be obtained from its official website <https://www.peasedev.org/>.

IV. SCOPE OF SERVICES AND DELIVERABLES

PDA has issued this RFP for an on-call public relations and marketing consultant to assist PDA with creation of marketing strategy, proactive marketing campaigns, public involvement, and to help manage responses to high-profile, technical and sensitive media inquiries. Public involvement includes communicating to all interested persons, groups, media and government organizations information regarding the PDA. PDA anticipates these consultant services will be cost-effective and extremely valuable in communicating PDA’s goals and accomplishments to the media and the public. PDA proposes to contract with a

firm to assist with proactive programs such as publicity, planning for special events and advertising campaigns, noise abatement outreach, co-marketing programs with tenants, and development and execution of a stakeholder outreach campaign to assist the PDA in marketing itself. The firm should be fully capable of advising PDA on proactive media outreach opportunities and organizing and executing these projects under the direction of PDA's executive leadership. The PDA contemplates a master agreement under which the parties shall negotiate and agree to a scope of work and corresponding fee for any requested services on a task by task basis (sub-agreements). Such sub-agreements shall be incorporated into the master agreement by reference as set forth in Exhibit A.

PDA anticipates that the on-call services will include, but are not limited to the following:

- Development of a strategic plan for addressing PDA's various constituencies, given the varied outreach needs of those audiences;
- Report measures of strategy success and opportunities for improvement;
- Working closely with the executive management in developing concept and creative materials for promoting PDA programs and services to the local, business and aviation communities;
- Identification, production and placement/insertion/distribution of a wide-range of marketing collateral products in a variety of media, including digital;
- Identification, coordination and development of community partnership programs that would enhance the PDA's visibility as a member of the community;
- Coordination and production of various aviation, technical, and marketing award submissions;
- Copywriting, blog posts and articles, white papers, press releases;
- Case studies and market surveys;
- Digital and social media planning and development;
- Corporate communication, including employee outreach, thought leadership positioning, crisis and issues management, press releases, change management communication, awards preparation & submission;

- Public relations outreach including, speeches, presentations, and media interviews, community and stakeholder relations, reputation management, employer branding, sponsorship and event management, trade show support;
- Media and industry analyst relations - media / industry analyst development, corporate message creation, refinement and placement, news outreach and management, influencer / partner relations, advertising/media buying;
- Track and respond to stories in the media that might benefit from a response from the PDA;
- Special events and promotions planning & coordination;
- Monitor and report on the effectiveness of the PDA's own press releases, story pitches and activities;
- Developing, printing and/or mailing collateral pieces such as videos, newsletters, handouts or postcards;
- Taking photographs and developing videos of assigned projects; prepares, scripts and edits video presentations; creates and produces computer generated graphics;
- Develop and implement targeted marketing campaigns; and
- Engage in unique public participation and solicitation techniques either via the web or in person. The techniques may include but are not limited to public surveys on the web or through social media, opinion polls that produce real-time results graphically to the audience at public meetings or other innovative measures to solicit public input.

The contract will be for a term of three (3) years with two (2) one (1) year options to extend at the discretion of the PDA.

V. CONTENT OF RESPONSES

The following sections and contents are required:

- A. A statement of qualifications, to include any applicable certificates, registrations, and licensing pertinent to the work to be performed. This should be

accompanied by a one-page transmittal letter prepared on the respondent's company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number and email address, and which is signed by an individual who is authorized to commit the firm to the services and requirements of the RFP. The transmittal letter shall also acknowledge any addenda pertaining to this RFP. Any exceptions to the terms and provisions of the Professional Services Agreement (**Exhibit A**) must be noted in the transmittal letter. PDA maintains the right to reject the respondent's exceptions.

- B. Provide the qualifications of the Project Manager assigned to the project, along with the list of key personnel who will perform the work, their individual qualifications, relevant licensing information, and any other documentation of experience with similar projects. List all subcontractors.
- C. A project/program management strategy.
- D. Describe the firm's ability to take on additional projects and ability to offer the breadth and quality of services required for the project, including, but not limited to experience with similar organizations.
- E. Provide a detailed breakdown of fees and rates for services to PDA over the first three years of the agreement. The PDA contemplates that certain projects may utilize an hourly rate structure while others may be for a fixed / not to exceed price. Recommendations and/or options for cost control measures or enhancements shall be considered if they are determined by PDA, at its sole discretion, to be in its best interest.
- F. Provide any additional relevant information that may help the PDA in understanding how your experience and qualifications relate to an organization such as the PDA, and any additional services that your firm may provide.

The response to this RFP should be organized in the order set forth above. If subcontracting or joint proposals are to be submitted, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of PDA.

VI. SUBMISSION INSTRUCTIONS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent shall demonstrate the firm's ability to provide the required services as listed in this RFP. A copy of the Consultant Selection Committee Submittal Review Guidelines to be used in assessing each submittal, including guidance as to the relative importance placed on each evaluation factor, is attached for your information

(Exhibit B). Any data furnished by PDA is for informational purposes only.

A. All responses to this RFP must be submitted to:

Pease Development Authority
Attn: Public Relations & Marketing RFP
55 International Drive
Portsmouth, NH 03801

No later than February 28, 2023 at 2:00 PM, local time.

- B. Submittals shall be sealed and clearly marked in two (2) envelopes (inner and outer) to prevent premature opening. Both envelopes shall be sealed and clearly labeled on the outside “Public Relations and Marketing, Submitted by (Company’s Name), **Attention: Raeline O’Neil**”. The delivery of the response to PDA prior to the deadline is solely and strictly the responsibility of the responder.
- C. One (1) unbound, one-sided, printed, clearly labelled original submittal is required, along with three (3) unbound two-sided copies, and one (1) USB flash memory card scanned in advance for viruses (USB flash drive), containing the submittal, exactly like the unbound printed original, in Adobe Acrobat PDF format. Electronic format copy shall be one continuous file. Submissions via facsimile or email will not be accepted.
- D. Responding to this RFP shall in no way be construed as a commitment on the part of PDA. PDA reserves the right to reject any or all responses. PDA may waive any irregularities in this RFP or the submitted responses and may cancel, re-advertise, postpone or modify the RFP schedule at any time. PDA is not responsible for any costs incurred by the responding parties prior to the issuance of an executed agreement.
- E. All submittals will become the property of PDA. PDA adheres to open records requirements of the State of New Hampshire, and as such, all materials submitted by the Respondent to PDA are subject to NH RSA 91-A. The Respondent specifically waives any claims against PDA related to the disclosure of any submitted materials.
- F. Questions concerning this RFP shall be submitted in writing via email, to Raeline O’Neil, at r.oneil@peasedev.org, no later than 2:00 p.m. on February 9, 2023. Respondents are encouraged to verify receipt of questions emailed to PDA. Questions will be answered at the PDA’s discretion and posted online as an addendum on PDA’s website: <https://peasedev.org/business/bids-opportunities/>. Responders are strongly advised to monitor this site for any additional information and/or addenda regarding this solicitation. Only emailed

questions will be addressed and answered, at the discretion of the PDA, as an addendum. The issuance of such posted responses is the only official method by which interpretation, clarification or additional information will be given by PDA. Only requests answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Receipt / review of all addenda must be acknowledged on response.

- G. In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, responders shall not contact any PDA Employees, Agents, PDA Board of Directors or Committee members regarding this RFP from advertisement date through Consultant Selection Committee Recommendation to PDA Board, other than the designated contact person listed above.
- H. PDA reserves the right to request any supplementary information it deems necessary to evaluate responder's experience, qualifications, or clarify or substantiate any information contained in the responder response.
- I. PDA recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with PDA are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. PDA encourages Disadvantaged, Minority, and Women-Owned Business Enterprises to participate in its RFP process. All responding parties are required to make all efforts reasonably necessary to ensure that Disadvantaged, Minority and Women-Owned Business Enterprises have a full and fair opportunity to compete for this contract.
- J. As part of its review, PDA reserves the right to conduct interviews of bidders, should it so choose.

VII. SELECTION OF THE CONSULTANT / EVALUATION

PDA staff will evaluate responses to this RFP and may invite firms for formal presentations and further evaluation by PDA Selection Committee. A copy of the Submittal Review Guidelines is attached (**Exhibit B**).

Firm presentations will be limited to three (3) individuals, to include at least the proposed Project Manager and Principal in Charge. The presentation will be limited to 15 minutes with an additional 15 minutes for Q & A. The firm may briefly introduce its Project Manager who shall:

- a) Describe the firm's understanding of the project;
- b) Outline the firm's ability to accomplish all tasks within the Scope of the Project;

- c) Describe why the firm is uniquely suited to assist PDA; and
- d) Respond to all questions asked.

Upon conclusion of presentations by all invited firms, if deemed necessary, PDA Selection Committee will rank the presenting firms and present the firm selected to the PDA Board of Directors at a Board meeting for approval. Contract negotiations will be conducted by staff with the highest ranked firm. If successful negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are accomplished. This contract will not be awarded solely based on price. The PDA reserves the right to accept or reject any or all of the proposals. A contract award, if any, shall be made to the vendor best meeting the criteria established in the proposal specifications detailed in Section V as determined by the PDA.

A copy of the PDAs Standard Professional Services Agreement is attached for your information.

VIII. ASSURANCES

By responding to this RFP, the firm assures PDA that, if selected, it will:

- A. Not assign or transfer PDA's account, or any portion of PDA's business, without PDA's prior written approval.
- B. Act in PDA's best interest at all times.
- C. Sign PDA's Professional Services Agreement for the agreed-upon work.

IX. GENERAL CONDITIONS

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFP.

- A. The successful firm must supply a certificate of good standing from the New Hampshire Secretary of State, in order for PDA to ultimately enter into a contract with the firm.
- B. The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, PDA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such

fee, commission, percentage, gift, or consideration.

- C. Pursuant to applicable New Hampshire law, the Contractor's records associated with this Contract may be subject to New Hampshire public record laws, New Hampshire RSA 91-A, et seq., as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to PDA at the conclusion of this Contract.
- D. The Respondent agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Respondent transfers its obligation to another, the transferee is obligated in the same manner as the Respondent.
- E. PDA, 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- F. The successful Respondent, prior to the execution of a contract or agreement related to this procurement action, will be required to provide and maintain insurance coverages that are acceptable to PDA, which requirements are set forth in the agreement (see Exhibit A). The policies of insurance shall be primary and written on forms acceptable to PDA, and naming the Pease Development Authority and the State of New Hampshire, as additional insureds.
- G. More than one response from the same Respondent under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is submitting more than one response will cause the rejection of all responses in which the Respondent is involved. Responses will be rejected if there is reason for believing that collusion exists among Respondents, and no participant in such collusion will be considered in any future solicitations for a period of six months following the submittal deadline.
- H. The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, PDA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

X. EXHIBITS

- Exhibit A: Sample Professional Services Agreement
- Exhibit B: Submittal Review Guidelines
- Exhibit C: FAA Required Contract Provisions

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

PDA General Terms and Conditions
SUBJECT: Public Relations and Marketing Services

AGREEMENT

The Pease Development Authority and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

| | | | |
|--|--------------------|---|-----------------|
| 1.1 Pease Development Authority (PDA) | | 1.2 PDA Address 55 International Drive Portsmouth, NH 03801 | |
| 1.3 Contractor Name | | 1.4 Contractor Address | |
| 1.5 Contractor Phone | 1.6 Account Number | 1.7 Completion Date | 1.8 Price Limit |
| 1.9 Contracting Officer for PDA Paul E. Brean, Executive Director | | 1.10 PDA Phone Number 603-433-6088 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory | |
| 1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 PDA Signature | | 1.15 Name and Title of Signatory for PDA | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

2.1 The Pease Development Authority, identified in block 1.1 (“Entity”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work identified and more particularly described in the attached **EXHIBIT A** which is incorporated herein by reference (“Services”).

2.2 During the term of this Agreement, the parties shall negotiate a scope of work and corresponding fee for any requested services (a “Project Contract”). For small projects the parties may utilize a short description of the services and proposed estimated fee (a “Task Assignment”). Each Project Contract or Task Assignment, following any required approval by the PDA Board of Directors as determined necessary by the PDA, shall be executed by the PDA and the Consultant prior to being made a part of this Agreement. Following execution, the Project Contract or Task Assignment attached to Exhibit A hereto and incorporated herein by reference and made part of this Agreement. Each Project Contract or Task Assignment attached to Exhibit A shall be identified by a distinct sequential number (i.e. Attachment 1, 2, etc.).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until the date the PDA Executive Director approves this Agreement (“Effective Date”).

3.2 If the Contractor commences the Services and/or purchases Goods prior to the Effective Date, all Services performed and Goods purchased by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the PDA shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services and/or deliver all Goods by the Completion Date specified in block 1.7.

3.3 The PDA may extend this agreement for up to two (2) one (1) year periods of its discretion.

4. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in **EXHIBIT B** which is incorporated herein by reference.

4.2 The payment by the PDA of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof. The PDA shall have no liability to the Contractor other than the contract price.

4.3 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set

forth in block 1.8 without executing a duly authorized Amendment.

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. PERSONNEL.

6.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a PDA employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the PDA’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the PDA.

7. EVENT OF DEFAULT/REMEDIES.

7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

7.1.1 failure to perform the Services and supply Services satisfactorily or on schedule;
7.1.2 failure to submit any report required hereunder; and/or
7.1.3 failure to perform any other covenant, term or condition of this Agreement.
Agreement, effective two (2) days after giving the Contractor notice of termination;
7.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the PDA determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
7.2.3 set off against any other obligations the PDA may owe to the Contractor any damages the PDA suffers by reason of any Event of Default; and/or
7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. DATA/ACCESS/ CONFIDENTIALITY/PRESERVATION

8.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
8.2 All data and any property which has been received from the PDA or purchased with funds provided for that purpose under this Agreement, shall be the property of the PDA, and shall be returned to the PDA upon demand or upon termination of this Agreement for any reason.
8.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A, or other existing law. Disclosure of data requires prior written approval of the PDA.

9. TERMINATION.

9.1 In the event of an early termination of this Agreement for any reason other than the completion of the Services and/or delivery of Goods, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed and/or Goods delivered, and the contract price earned, to and including the date of termination.

10. CONTRACTOR'S RELATION TO THE

PDA. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the PDA. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the PDA or receive any benefits, workers' compensation or other emoluments

7.2 Upon the occurrence of any Event of Default, the PDA may take any one, or more, or all, of the following actions:
7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this provided by the PDA to its employees.

11. ASSIGNMENT/DELEGATION/ SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the PDA.

12. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the PDA, its directors, officers and employees, from and against any and all losses suffered by the PDA, its directors, officers and employees, and any and all claims, liabilities or penalties asserted against the PDA, its directors, officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. This covenant in paragraph 12 shall survive the termination of this Agreement.

13. INSURANCE.

13.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
13.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per claim and \$2,000,000 per occurrence; and
13.1.2 professional liability insurance in amounts of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
13.2 The policies described in subparagraph 13.1.1 herein shall be primary and non-contributory with respect to insurance of the PDA, include a waiver of subrogation in favor of the PDA, and be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
13.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written

notice of cancellation or modification of the policy.

14. WORKERS' COMPENSATION.

14.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The PDA shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

15. WAIVER OF BREACH. No failure by the PDA to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the PDA to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

18. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

20. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or

meaning of the provisions of this Agreement.

21. SPECIAL PROVISIONS. Additional provisions set forth in the attached **EXHIBIT C** are incorporated herein by reference.

22. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

24. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

EXHIBIT B

SUBMITTAL REVIEW GUIDELINES

The weighted scoring criterion is based upon the following:

- **Fee Structure (10 points)** – This category evaluates the overall fee structure over the agreement term.
- **Credentials/Qualifications (40 points)** - This category will consider the proposer's qualifications and examples of their verifiable experience in all areas relevant to the PDA, and through demonstrating their financial stability and scale.
- **Service/Technical Capability (50 points)** - This category will consider the proposer's response in indicating the importance and significance of PDA's account demonstrating how its organization can meet PDA's service requirements including: providing a lead Account Executive and dedicated team with staff expertise, to address all service areas and deliverables described within the RFP.

EXHIBIT C

SERVICE AGREEMENT: FAA Required Contract Provisions

(a) **Civil Rights – General.** Professional agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Professional and sub-tier contractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(b) **Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph (b) agrees as follows:

(i) **Compliance with Regulations:** Professional (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(ii) **Non-discrimination:** Professional, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Professional will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(iii) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Professional for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Professional of the Professional’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(iv) **Information and Reports:** The Professional will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) **Sanctions for Noncompliance:** In the event of Professional’s noncompliance with the Non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (A) Withholding payments to the Professional under this Agreement until the Professional complies; and/or in whole or in part.
- (B) Cancelling, terminating, or suspending this Agreement.

(vi) **Incorporation of Provisions:** The Professional will include the provisions of Paragraphs 24(c)(i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Professional will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Professional becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Professional may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Professional may request the United States to enter into the litigation to protect the interests of the United States.

(c) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph (c)) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 3) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(d) **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Professional has full responsibility to monitor compliance to the referenced statute or regulation. Professional must address any claims or

disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(e) **Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Professional must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Professional retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Professional must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(f) **Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program.** The following clauses is included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances: The Professional for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Agreement had never been made or issued.