



**Request for Proposals**  
**Airport Media, Advertising, and Branding Concession Program**  
**Issued January 21, 2022**

The New Haven Airport Authority (“TNHAA”) and Avports LLC (“Operator”) seek experienced, creative, innovative, and responsible proposers to establish an Airport Media, Advertising, and Branding Concession Program that maximizes non-aviation revenue, and creates a positive environment and experience for guests of Tweed-New Haven Airport (“HVN”).

The successful proposer shall have the responsibility to sell, construct, purchase, install, operate, maintain, and service advertising and branding of all mediums in and around the passenger terminals and at other locations on HVN property including but not limited to parking venues, roadways, and other buildings. Additionally, the successful proposer will have the opportunity to solicit airport sponsorships and award naming rights.

**A. Background**

Tweed-New Haven Airport (“Airport”) is operated by the Tweed-New Haven Airport Authority (“Authority”). The Airport is located in New Haven, CT, and in the New Haven/Milford MSA with a 2020 population of 852,000, ranking 68th in population in the US. The New Haven aviation catchment area for potential passengers is approximately 1.28 million.

Table 1 projects the annual scheduled enplanements for calendar years 2022 through 2024. Avelo Airlines is a new ultra-low-cost carrier (ULCC) that has chosen the Airport as its east coast base and commenced service on November 3<sup>rd</sup>, 2021.

Table 1 – Airport Projected Annual Departing / Arriving Passengers

Year	Enplanements	Deplanements
2022	300,000	300,000
2023	342,000	342,000
2024	384,000	384,000

For more information visit <https://flytweed.com/>. For reference, a diagram of HVN is attached as Appendix A.

**B. Goals and Objectives**

TNHAA wishes to provide airport guests with a friendly environment that helps reduce the stress of travel, including by providing amenities such as WiFi to allow them to be more connected. The goal is to create an airport environment that is conducive to noticing and retaining advertiser messages and branding.

Over the past decade, advertising at HVN has been limited.

TNHAA believes that there are many ways to create interest and enhance revenues through other types of displays and techniques, and by opening the entire airport to possibilities for advertising, sponsorships, and naming rights. Thus, TNHAA is seeking creative proposals that present a comprehensive program that goes well beyond traditional airport advertising, attracts new advertisers at higher rates, and improves the airport environment for its guests.

### C. Scope of Work

The successful proposer shall have the non-exclusive right to operate the following at HVN:

- **In-terminal advertising:** Advertising within the terminal may include, but is not limited to, traditional backlit wall-mounted displays; floor-mounted displays; overhead dioramas; high-tech media including liquid crystal displays, recessed signs with light-emitting diode displays, fiber optic displays, widescreen video systems, digital image banners, touch screens, interactive multimedia software, interactive projection systems or optical imaging display cases; murals; courtesy phone centers; fixed 3-dimensional displays; video advertising,
- **Outdoor advertising:** Advertising outside the terminal may include, but is not limited to, light pole banners; roadway billboards; exterior wall wraps; recessed signs with light-emitting diode displays; fiber-optic displays; widescreen video systems; digital image banners; touch screens; interactive multimedia software; interactive projection systems or optical imaging display cases.
- **Airport parking advertising:** Advertising associated with parking may include, but is not limited to, king-size poster ads on the sides and rear of parking shuttle buses; bus branding; wraps on gate arm faces on gate arms at parking lot exits; advertising on front or back of parking lot tickets.
- **Sponsorship and naming rights:** TNHAA encourages proposers to suggest creative ideas for maximizing revenue through sponsorships of and/or branding/naming rights for airport services, facilities, venues, and infrastructure; provided that the name of the Airport is and, unless TNHAA determines otherwise, will remain Tweed-New Haven Airport.

Specifically, TNHAA intends to develop a terminal branding experience with appropriate corporate partners. The term of the branding experience contract can range from six months to several years depending on the partner and the economics.

Proposers should consider a range of offerings to be made to the corporate partner, including but not limited to:

- Dynamic visual branding and advertising on video walls and other visual displays
- Preferred airport parking for corporate customers
- In-terminal displays and interactive technology
- Public-facing airport employees with branded uniform tie-ins
- On-airport roadway and building signage
- Airport website access

At this time items under consideration include:

- Automobiles
- Financial services
- Non-alcoholic beverages
- Healthcare services
- Alcohol/beer
- Online sports betting

- Cryptocurrency

**Unique partnerships:** TNHAA encourages proposers to suggest creative ideas for innovative partnerships with businesses that want to pursue non-traditional marketing at the airport. These opportunities may include, but are not limited to, special events, product rollouts, demonstration booths, technology centers, and strategic product placement.

#### **D. Limitations and Restrictions**

Advertising shall not compete with or block roadway, wayfinding, safety, amenity, or informational signage, which shall be prevailing. Displays are not to be mounted in a manner that might limit passenger visibility of roadway, wayfinding, safety, amenity, or informational signage.

All displays must comply will all applicable provisions of the Americans with Disabilities Act of 1990 and Air Carrier Access Act of 1986.

Advertising is not permitted in and around TSA Security Screening Checkpoints, according to TSA guidelines, tenant lease spaces including exclusive ticket counters, without the approval of the leaseholder, nor in any area that conflicts or interferes with art displays.

All advertising locations, equipment, and content for any proposed concept shall be subject to the approval of TNHAA before implementation. TNHAA desires to maintain a family-friendly, inoffensive environment that reflects positively on the community. Advertising venues may not be used for political advertising or the advertising of tobacco, adult-oriented businesses, NC-17 or higher rate movies, sanitary or cleaning products, or undergarments. TNHAA reserves the right to change, add, remove, or relocate any advertising as it deems appropriate.

#### **E. Concession Agreement**

The concession agreement shall include standard airport concession agreement terms and conditions. The envisioned term of the agreement is 3 years.

#### **F. Submittal Content**

The submittal should reflect the proposer’s ability to provide the requested program in the manner sought by TNHAA. The proposal must include the following:

- A cover page with the name and address of the proposer and titled “Tweed-New Haven Airport Proposal for Media, Advertising and Branding Program.”
- Up to cover letter signed by the proposer’s contact representative, expressing interest and capability to perform the work for which this solicitation has been issued, as well as acknowledgment of compliance with TNHAA’s ACDBE Program, non-discriminatory and civil rights policies, upon possible agreement of a contract with TNHAA.
- A succinct description of key professionals capable of performing the Airport Advertising and Media Concession Program specified in the proposal, including a chart identifying the Project Manager, key personnel, and sub-contractors.
- Qualifications of individuals who would be assigned work under the contract, including as sub-contractors.
- Descriptions of past performance of similar programs, and quantifiable or qualitative results from the performance of those programs (including pictures, media releases, and other visual information).

- Three or more professional references of current and/or past clients (please include contact name, address, and phone number).
- A layout including the various areas where you would seek to set up advertising.
- A summary of the types of advertising you would like to pursue at HVN including a description of the overall program you think you can provide that will meet TNHAA's objectives.
- A minimum annual guarantee (MAG) based on the program you are submitting to be paid to TNHAA. Your proposed MAG should be broken out by individual advertising elements so that if TNHAA determines that an element is not appropriate for TNHAA, the MAG can be adjusted accordingly. Please also address how the MAG could be adjusted annually based on passenger traffic growth.

#### **G. Selection Process**

Proposals will be evaluated using a scoring system based on anticipated revenue to TNHAA, the perceived effect of the program on the HVN guest experience, and the ability of the proposer to meet ongoing operational and maintenance demands of the program. Depending upon the number and qualifications of proposers, TNHAA may negotiate directly with a proposer, or may develop a shortlist of companies and invite them to interview for the final selection. The decision as to the process, timing, and selection will be at the discretion of TNHAA.

#### **H. Non-discrimination**

Proposers shall agree not to discriminate on the grounds of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, or age in the selection and retention of any employee or applicant for employment, and subcontractors, including procurements of materials and leases of equipment.

#### **I. DBE Requirements**

The materials in Appendix B – Airport Concession Disadvantaged Business Enterprise Participation Requirements and Required Covenants will be incorporated into the awarded contract.

A proposer that qualifies as an ACDBE should specify so and documentation thereof. Each proposer should also specify how it will ensure participation by ACDBEs in subcontracting to meet the goal specified in TNHAA's ACDBE Program or an explanation as to why it cannot do so.

The materials in Appendix C – Required Covenants will be incorporated into the awarded contract.

#### **J. Special Assignment Provision**

TNHAA may assign the awarded contract to such party as it may engage to operate or to which it leases all or substantially all of the Airport, including Operator. If so assigned, the assignee may assign the contract to its parent company, any entity to which it sells all or substantially all of its assets, or any successor in the operation and management of the Airport. Upon assignment in addition to the assignee, TNHAA will retain its rights to compliance and enforcement with its ACDBE Program and any provisions thereof on indemnification or insurance will be deemed to reference both TNHAA and the assignee.

#### **K. General Instructions**

TNHAA shall not be responsible for costs incurred in responding to this Request for Proposals. TNHAA reserves the right to reject any or all proposals, waive any informality or irregularity in any proposal received, and be the sole judge of the merits of the respective proposals received. All firms interested in this RFP (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-

consultants) shall refrain, under penalty of disqualification, from direct or indirect contact to influence the selection or create bias in the selection process with any person who may play a part in the selection process. Contact with any official or employee of TNHAA, including any member of TNHAA's Board, or the Operator aside from the point of contacts in connection with this RFP and the service described herein is prohibited and may be cause for disqualification. Neither TNHAA, its board of directors and officers nor the Operator shall meet individually with any proposers before receipt of proposals beyond what is described in this RFP. This policy is intended to create a level playing field for all potential firms and to protect the integrity of the selection process.

TNHAA has the right to stop the process at any time or not to select any proposal, including if none of the proposals meet the minimum standards.

**L. Pre-Proposal Meeting and Tour**

A non-mandatory pre-submittal meeting will be held on February 4, 2022, at 1 pm EST at the Administration Offices of the HVN located at 155 Burr Street New Haven, CT 06512. An airport tour will follow the meeting.

**M. Submittal Requirements**

Proposals must be submitted to TNHAA no later than 5 p.m. EST on February 28, 2022.

Proposals may be submitted by email, by mail, or courier.

Submittal by email: Send a single Portable Document Format (PDF) file [administration@flytweed.com](mailto:administration@flytweed.com). The file size of the document should not exceed 20 megabytes. The subject line of the email should state "Proposal: Tweed-New Haven Airport Media & Advertising Concession Program."

Submittal by mail or courier: Submitted 3 printed copies of your proposal to the following address:

Tweed-New Haven Airport Authority  
Re: Proposal: Airport Media and Advertising Concession Program  
155 Burr Street, New Haven, CT 06512

If you have questions about this Request for Proposals, please send your written questions to [administration@flytweed.com](mailto:administration@flytweed.com) before 5 p.m. EST on February 21, 2022.

**N. Proposal Acceptance Period**

All proposals must be valid for a period of one hundred and eighty (180) calendar days from the RFP deadline unless a longer acceptance period is offered in the proposal.

**O. Proprietary Information**

All material submitted to TNHAA becomes public property and is subject to the Connecticut Public Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page and section containing proprietary information must be identified and marked proprietary at the time of submittal. TNHAA will, to the extent allowed by law, endeavor to protect such information from disclosure; provided, however, the proposer shall be solely responsible to justify its confidentiality claims to the applicable court. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request at the end of the procurement process.





## **Appendix B – Airport Concession Disadvantaged Business Enterprise Participation Requirements and Required Covenants**

The following materials will be incorporated into the awarded contract.

### **1. Provision Requires by 49 C.F.R. § 23.9**

The following provision, required under 49 C.F.R. § 23.9, is included, it being acknowledged that Concessionaire is the “concessionaire or contractor” referenced therein and “agreement” refers to this Agreement:

- (1) This agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 C.F.R. part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. part 23.
- (2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. part 23, that it enters and cause those businesses to similarly include the statements in further agreements.”

### **2. Airport Concession Disadvantaged Business Enterprise Program**

Under regulations promulgated by the U.S. Department of Transportation (“DOT”), under 49 C.F.R. Part 23 (“Part 23”), Authority has established its Airport Concession Disadvantaged Business Enterprise (“ACDBE”) Program. Authority has received and expects to receive, federal financial assistance from the DOT, and as a condition precedent to receiving this assistance, Authority has signed assurances that it will comply with Part 23. It is the policy of Authority, with which Operator pursues on its behalf, that ACDBEs shall have an optimal opportunity to participate in all concession agreements. Authority has established the ACDBE Program to implement this policy. Only ACDBE entities that have a direct contract with Concessionaire will be counted toward Concessionaire’s ACDBE participation goal.

### **3. ACDBE Program Compliance**

Concessionaire shall comply with all requirements of Part 23 and Authority’s ACDBE Program, in particular in reference to its ACDBE participation obligations.

### **4. ACDBE Certified Providers**

Concessionaire acknowledges that a list of entities certified under the Connecticut Department of Transportation’s Connecticut Unified Certification Program may be found here: [https://biznet.ct.gov/DOT\\_DBE/dbesearch.aspx](https://biznet.ct.gov/DOT_DBE/dbesearch.aspx) and that the FAA maintains a nationwide database here: <https://faa.dbesystem.com/Default.asp>.

### **5. Reporting**

Concessionaire shall provide and submit, true and accurate monthly ACDBE Revenue Reports to Authority and Operator. Unless otherwise specified by Authority or Operator, such reports will be submitted on the form specified therefor by the Federal Aviation Administration (such forms may presently be found here: [https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/)).

**6. ACDBE Certification Update**

Concessionaire shall be required to notify Authority and Operator of any updates to participating ACDBE(s) certification(s) and shall resubmit an updated ACDBE Participation Form to Authority and Operator every six (6) months during the Term of this Agreement (if applicable, an updated Joint Venture Eligibility Form). Such document(s) shall also be submitted promptly if there is any change in ownership or control of Concessionaire. The foregoing will also apply if Concessionaire's status as an ACDBE changes, including being certified as such or such certification being terminated.

## Appendix C – Required Covenants

- A. **Agreements with the United States, State of Connecticut, Other Governments.** This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county, and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between TNHAA and the State of Connecticut or the United States of America, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.
- B. **Right to Amend.** If the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or the obtaining of funds for improvements at the Airport, Contractor hereby consents to any and all such modifications and changes as may be reasonably required.
- C. **Covenants Against Discrimination.** General Civil Rights Provisions: Contractor 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 Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the property is owned, used, or possessed by Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (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.
2. **Nondiscrimination:** Contractor, concerning the work performed by it during the contract, 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. Contractor 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 C.F.R. part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor 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 TNHAA

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, Contractor will so certify to TNHAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's or a contractor's noncompliance with the non-discrimination provisions of this contract, TNHAA 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 Contractor under the contract until Contractor complies; and/or
  - b. Canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action concerning any subcontract or procurement as TNHAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request TNHAA to enter into any litigation to protect the interests of TNHAA. In addition, Contractor may request the United States to enter into litigation to protect the interests of the United States.
7. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
  - a. 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);
  - b. 49 C.F.R. part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - c. 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);
  - d. 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 C.F.R. part 27;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. 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);

- h. 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 U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- k. 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);
- l. 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.*).