



**REQUEST FOR BIDS
FOR:**

VMWARE Licensing

Solicitation Number: FY24-805-39

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

Feb 19, 2024

**REQUEST FOR BIDS
FOR
VMWARE Licensing**

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

Solicitation Number: FY24-805-39

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 bids for VMware Licensing (each a “Bid”).

It is the intent of the City to select a qualified supplier who submits a Bid (each a “Respondent”). The City intends to award the successful Respondent a fixed fee Purchase Order and Agreement for the purchase of Software Licenses and Support. 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 Bid.

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, business 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.

SECTION I – INTRODUCTION

1.1 Definitions

For all purposes of this Request for Bids, capitalized terms shall have the definitions provided in this Section I, except as otherwise expressly stated or as otherwise clearly required by context. Such definitions shall be equally applicable to the singular and plural forms of such defined terms. The words “herein,” “hereunder,” and other words of similar nature refer to this Request for Bids as a whole. The word “shall” is mandatory and the word “may” is permissive.

“**Agreement**” means, the final, executed agreement, entered into by and between the City and the Contractor, which agreement shall be negotiated at the time of award.

“**Airport**” means that certain airport commonly known and described as the Manchester-Boston Regional Airport located in the city of Manchester, New Hampshire and the town of Londonderry, New Hampshire.

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

“**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 RFB.

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

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

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

“**Respondent**” means, jointly and severally, those entities that respond to this RFB.

“**RFB**” means this Request for Bids VMWare Licensing dated February 19, 2024 Solicitation Number FY24-805-39, and all appendices, attachments, and addenda hereto.

“**Submission Deadline**” means the time and date as specified in Section IV of this RFP, by which Proposal must be received by the City.

1.2 Purposes of this RFB

The purpose of this RFB is to enter into an Agreement with a suitably qualified supplier with the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost. Supplier shall deliver, install, and certify provider of VMWare Licensing.

The contents of this RFB are provided as background and general information for Respondents and will become part of the RFB submittal and subsequent Agreement with the Contractor.

SECTION II – BID DETAILS

2.1 Minimum Specifications

To be considered for evaluation and selection, a Bid must meet the minimum specifications set forth below. Inability to meet the minimum qualifications set forth in this RFB will result in the rejection of the Bid and such Respondent will be deemed non-responsive.

SECTION III – BUSINESS TERMS

3.1 Binding Offer

Bids shall remain valid for a period of ninety (90) calendar days following the RFB Submission Deadline and shall be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a Bid shall be taken as presumed evidence that the Respondent has familiarized itself with the contents of this RFB.

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 RFB, the Bid, and subsequent Agreement.

3.3 Non-Exclusivity

By submitting a Bid, 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 RFB.

3.4 Collusion

Any and all Bids 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 BID, 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 RFB, THE BID, 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 RFB, or any Bid submitted as part of this RFB, 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 Bids and other materials or documents submitted by Respondents in response to this RFB shall become the property of the City upon submission thereto and will not be returned. Furthermore, said Bids and related items, as well as any other actions associated with this RFB, 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 BID

4.1 Bid Content and Organization

Respondents must include in their Bids the following information:

(a) *Address and Signature.*

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

(b) *Bid Form.*

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

(c) *Pricing.*

The City is exempt from payment of federal excise taxes, therefore, all pricing related to this RFB shall not include these taxes. Bids shall include all charges for delivery, packing, crating, containers, and related costs. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges. All prices and delivery times quoted must be firm, FOB destination, Manchester-Boston Regional Airport, Manchester, NH 03103, unless otherwise indicated by the City. **TIME IS OF THE ESSENCE.**

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

BIDS MUST BE FILLED OUT COMPLETELY AND ACCURATELY. BIDS THAT ARE INCOMPLETE, NOT PROPERLY ENDORSED OR SIGNED, OR ARE OTHERWISE CONTRARY TO THE INSTRUCTIONS STATED

IN THIS RFB MAY BE REJECTED BY CITY AS INFORMAL OR INCOMPLETE.

4.2 Submission Date and Procedure

Each Respondent may submit **one (1) hardcopy original** of the Bid, clearly marked as “original”. Alternatively, Respondents are free to send an electronic .pdf version of their Bid to procurement@flymanchester.com.

The envelope/packaging containing the original copy and additional hard copies of the Bid shall be marked as follows:

**“RFB FY24-805-39
VMWare Licensing”**

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

Bids shall be delivered by **2:00 pm** on **February 27, 2024** at 2:00 P.M. (the “Submission Deadline”), to the offices of the Manchester-Boston Regional Airport and addressed to:

Manchester-Boston Regional Airport
Properties and Contracts
1 Airport Road, Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539
Email: procurement@flymanchester.com

Respondents may submit an electronic, .pdf version of their Bid by emailing it to procurement@flymanchester.com by **2:00 pm** on **February 27**, (the “Submission Deadline”). The City will use the City’s email system time stamp as proof of meeting the Submission Deadline. The subject line for the e-mail sending the Bid shall be marked as follows:

**“RFB FY24-805-39
VMWare Licensing”**

Submitted emailed materials must not exceed 20MB in size.

BIDS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DATE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE CITY, NO FURTHER CONSIDERATION WILL BE GIVEN.

***PLEASE NOTE:
THE CITY IS NOT RESPONSIBLE FOR BIDS NOT PROPERLY MARKED.***

4.3 Details Provided in this RFB

It is the responsibility of each Respondent to carefully examine this RFB and to judge for itself all the circumstances and conditions which may affect their Bid 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 RFB, or their Bid.

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

4.4 Withdrawal of Bids

Respondents that submit Bids prior to the Submission Deadline may withdraw or modify their Bid prior to the Submission Deadline. Such requests to modify or withdraw Bids must be made in writing to the contact identified in Section V. Any modifications to, or requests to withdraw, a Bid received after the Submission Deadline will not be considered. Negligence on the part of the Respondent in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

4.5 Bid Warranty

By submission of their Bid, the Respondent warrants that (i) the Bid 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 Bid; (iv) the 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 Bid is made in good faith without fraud, collusion, or connection with any other Respondent submitting a Bid.

4.6 Bid Opening

Bids will be received by the City at the place and until the time specified in this RFB. **BIDS WILL BE ACCEPTED AFTER THE SUBMISSION DEADLINE.**

4.7 Right to Request Supplemental Information

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

SECTION V – SELECTION PROCESS

5.1 Timeline

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

Notice of changes will be handled per the addendum process contained in this RFB

Solicitation Step	Date
Deadline for Questions	February 22, 2024 at 2:00 P.M.
Date Responses to Questions will be posted	February 23, 2024 at 2:00 P.M.
Bid Submission Deadline	February 27, 2024 at 2:00 P.M.
Notification of Intent to Award	February 29, 2024

5.2 Evaluation

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

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

- i. The conditions attached to the Bid.

5.3 Tiebreaker

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

SECTION 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 Bids, wholly or in part, (ii) re-advertise for additional Bids, (iii) waive an informality or minor irregularities, 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 Bid, a Respondent, or the methods by which the City evaluated the Bids received.

5.2 Inquiries/Contact with Airport Staff

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

Manchester-Boston Regional Airport
Properties and Contracts
1 Airport Road, Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539
Email: procurement@flymanchester.com

Only written questions will be accepted and must be submitted no later than 2:00 P.M. EST, **February 22, 2024**. Answers to all properly submitted questions, as well as any clarification or interpretations or changes to this RFB by the City, will be provided in one or more addenda and will be posted to the Airport's website at www.flymanchester.com. The City advises Bidders to sign up to be notified for upcoming opportunities on the "*Doing Business with MHT*" webpage to receive notification of postings, including addenda. Or, to check the website frequently for any additional posted information.

5.3 Specifications

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

EXHIBIT A
BID FORM

REQUEST FOR BIDS
FOR
VMWare Licensing

February 19, 2024

Solicitation Number: FY24-805-39

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

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

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

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

Description	Extended Cost
Procurement of a VMWare Licenses 320 Core Count VShere Foundation for 3 years	
Total	\$

Bidder: _____

By: _____

Date: _____

Name:

Its Duly Authorized: