



**REQUEST FOR PROPOSALS
FOR:**

UPS SYSTEM REPLACEMENT

Solicitation Number: FY24-805-67

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

June 3, 2024

**REQUEST FOR PROPOSALS
FOR
UPS SYSTEM REPLACEMENT**

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

Solicitation Number: FY24-805-67

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 a proposal for two (2) Uninterruptible Power Supply (UPS) systems (a “Proposal”).

It is the intent of the City to select a qualified professional firm who submits a Proposal (each a “Respondent”). The City intends to award the successful Respondent(s) with a purchase, installation and support agreement for two (2) Uninterruptible Power Supply Systems (the “Agreement”) with a fixed term support agreement of (5) years, with five (5), one (1) year extension options. The City reserves the right to reject any or all Proposals and to waive any informality in the competitive process. Respondents bear all costs associated with development of their Proposal.

Title VI Solicitation Notice:

The Manchester-Boston Regional Airport in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit responses to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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SECTION I – INTRODUCTION

1.1 Definitions

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

“**Agreement**” means, the final, executed agreement, entered into by and between the City and the Contractor.

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

“**City**” means the City of Manchester, New Hampshire, acting by and through its Department of Aviation.

“**Contractor**” means, jointly and severally, the successful Respondent or Respondents selected by the City for the purposes described in this RFP.

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

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

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

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

“**RFP**” means this Request for Proposals for UPS Replacement System, dated June 3, 2024, Solicitation Number FY24-805-67 and all appendices, attachments, and addenda hereto.

“**Submission Deadline**” means the time and date as specified in Section 4.4 of this RFP, by which hardcopies and electronic copies of the Proposal must be received by the City.

“**UPS**” means Uninterruptible Power Supply. An electrical apparatus that provides conditioned power and emergency power to computer and network devices

1.2 Purposes of this RFP

The purpose of this Request for Proposals (the “RFP”) is to solicit proposals from Respondents for the procurement, installation, and maintenance of two (2) UPS systems that meets the advanced needs of the Airport. This RFP is designed to provide Respondents with the necessary

information to prepare and submit proposals for two (2) UPS systems that are efficient, reliable, compliant, secure, and scalable.

Respondents to this RFP should demonstrate a high level of competence and excellence in several critical areas. Each Respondent must showcase their capabilities and experience through detailed responses and evidence of the following: excellence in understanding requirements, designing, implementing, integrating, evolving, and supporting UPS systems.

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

1.3 Minimum Qualifications

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

A Respondent will be deemed to meet the minimum qualifications upon submission of a fully executed and notarized *Certification of Minimum Qualifications* form, **without additions, deletions, or other alterations**, as found in **APPENDIX A: CERTIFICATION FORMS**

- 1) The Respondent must have been in continuous operation as a provider of UPS systems or related power protection solutions for at least the past five (5) years, defined as sixty (60) consecutive months; and
- 2) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- 3) Is in good standing with the City and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the Respondent previously operated, or currently operates, and is not barred by any governmental agency or airport from providing the services described in this RFP.

1.4 Airport Overview

The Manchester-Boston Regional Airport is located in southern New Hampshire about four (4) air miles south of downtown Manchester, New Hampshire, which is the largest city in northern New England. The Manchester Airport is classified in the National Plan of Integrated Airport Systems as a small-hub airport.

SECTION II – DESCRIPTION OF WORK

The City is seeking Proposals from qualified Respondents who can design, implement, secure, and support two (2) scalable UPS systems that align with the requirements and future growth expectations described in Appendix B of this RFP. The UPS systems should enhance the reliability, operational efficiency, robust monitoring, and support the City's Airport computer and network infrastructure.

Expected outcomes include, but are not limited to:

- 1) Two (2) fully functional, UPS systems which provide continuous, clean, reliable power to critical infrastructure, minimizing downtime and ensuring uninterrupted operations

- 2) UPS systems that are scalable, allowing for easy expansion as the Airport's power needs grow
- 3) Advanced monitoring and management capabilities that provide real-time and historical data on the performance and health of the UPS systems.
- 4) Installation plans and services designed to maintain operational continuity and cause minimal disruption or interference to the Airport's daily activities.
- 5) Comprehensive training of the new UPS systems for operational staff.

SECTION III – BUSINESS TERMS

3.1 Binding Offer

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

3.2 Compliance

Respondent shall comply with all local, state, and federal directives, orders, codes, rules, regulations, ordinances, laws, and other similar regulatory measures, as applicable to this RFP, the Proposal, and subsequent Agreement.

3.3 Non-Exclusivity

By submitting a Proposal, each Respondent acknowledges that said Respondent understands and agrees that any resulting contractual relationship is non-exclusive, and that the City reserves the right at any time, and at the City's sole discretion, to solicit for, and obtain, other similar or identical services elsewhere, as the City may deem to be in the best interest of the City, regardless of the results of this RFP.

3.4 Collusion

Any and all Proposals may be rejected if there is reason for the City, in the City's sole discretion, to believe that collusion exists among Respondents. No Respondent party to such collusion will be considered in any future proposals for an operation at the Manchester Airport which may be issued within twelve (12) consecutive calendar months following the Submission Deadline.

3.5 Hold Harmless

BY SUBMITTING A PROPOSAL, EACH RESPONDENT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE CITY'S AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS RFP, THE PROPOSAL, AND/OR THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY (I) THE RESPONDENT'S, AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' ACTUAL

OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; AND (II) CITY'S AND THE RESPONDENT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE RESPONDENT IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S AND THE RESPONDENT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER RESPONDENT IS IMMUNE FROM LIABILITY OR NOT.

THE RESPONDENT SHALL REQUIRE ALL OF ITS SUBCONTRACTORS AND THIRD-TIER SUBCONTRACTORS TO RELEASE AND INDEMNIFY CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS THE RESPONDENT'S RELEASE AND INDEMNITY TO CITY.

3.6 Governance

If any of the language or information in this RFP, or any Proposal submitted as part of this RFP, conflicts with language in the Agreement as prepared by the City, the language of the final Agreement, as executed, will govern.

3.7 Public Disclosure

All Proposals and other materials or documents submitted by Respondents in response to this RFP shall become the property of the City upon submission thereto and will not be returned. Furthermore, said Proposals and related items, as well as any other actions associated with this RFP, shall be considered public documents subject to public information laws under New Hampshire RSA 91-A and, after completion of this procurement action, shall be available for review and copy by the public.

SECTION IV – INSTRUCTIONS FOR PREPARATION OF PROPOSAL

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Respondents shall carefully review and address all the evaluation factors outlined in this RFP, as well as any additional documents as may be issued by the City in relation to this RFP. To be considered, the Respondent must be able to demonstrate that it meets the minimum qualifications established in this RFP and that the Respondent has the staff and financial resources to perform the tasks specified in this RFP.

4.1 Pre-Proposal Meeting

To ensure a comprehensive understanding of the project expectations and requirements, attendance at a pre-proposal meeting, as referenced in Section 5.2, is mandatory. This meeting is designed to provide further clarification on the project scope, expectations, and procedural requirements.

(a) Mandatory Attendance

At least one representative from each Respondent's team must attend the on-line pre-proposal meeting to be eligible to submit a Proposal.

ANY PROPOSAL SUBMITTED BY A RESPONDENT WHO FAILED TO ATTEND THE MANDATORY PRE-PROPOSAL MEETING WILL BE CONSIDERED NON-RESPONSIVE BY THE CITY AND WILL NOT BE CONSIDERED.

(b) *Registration*

Respondents must register via email to procurement@flymanchester.com indicating the Respondent's intent to attend the pre-proposal meeting and providing the name(s) and contact information of the Respondent's representative(s) that will be in attendance. **Request for registration must be received by the City email system no later than 2:00 pm on June 7, 2024.** The City will use the City's email system time stamp as proof of meeting the above deadline. The City will send an email to Respondent's Representative(s) with meeting details and attendance confirmation.

Emails must have the following subject line:

**“RFP FY24-805-67
UPS System Replacement “**

PLEASE NOTE: THE CITY IS NOT RESPONSIBLE FOR EMAIL REQUESTS NOT PROPERLY MARKED.

(c) *Agenda*

The pre-proposal meeting will cover the following topics.

- Project Overview and Scope: General information on the project, including its objectives and expected outcomes.
- Proposal Submission Guidelines: Detailed instructions on how to prepare and submit a Proposal, including any specific requirements.
- Proposal Scoring: Overview of how Proposals will be evaluated, including key criteria and weighting.
- Facility Tour: A tour to understand the existing conditions and any potential challenges. Overview of physical installation instructions.

4.2 Proposal Content

Respondents interested in providing the services as described in this RFP must include in their Proposals the following information:

(a) *Letter of Submittal*

The Letter of Submittal shall be **signed and dated by a person authorized to legally bind the Respondent to a contractual relationship**, e.g., the president or executive director if a corporation, the managing partner if a partnership that meets the requirement outlined in [Section 1.3](#), or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal shall include the following information about the Respondent and any subcontractor(s):

- (i) Name, address, principal place of business, telephone number, and email address of the legal entity or individual who will enter into the Agreement; and,
- (ii) Legal status of the Respondent (e.g. sole proprietorship, joint venture, partnership, corporation, etc.) and its state of incorporation; and,
- (iii) Identification of any current or former City employees employed by the Respondent or on the Respondent's governing board as of the date of the

Proposal or during the twelve (12) calendar month period immediately prior to the date of the Proposal; and,

- (iv) Listing of any and all clients with whom the Respondent had a contract or lease cancelled prior to the end of any fixed or optional term and the reason as to why such contract(s) was cancelled (i.e. default, for convenience, for cause, etc.); and,
- (v) Acknowledgement that the Respondent will comply with all terms and conditions set forth in this RFP.

FAILURE TO PROVIDE A SIGNED LETTER FROM A DULY AUTHORIZED REPRESENTATIVE WILL RESULT IN A NON-RESPONSIVE PROPOSAL.

(b) *Proposal Criteria*

(i) *Criterion 1: General Corporate Overview and Capabilities*

In this section, the Respondent shall describe those capabilities for each firm included in the Proposal that will facilitate accomplishment of the types of work contemplated under this RFP. This section should include company qualifications, as well as individual qualifications of all team members that will be involved with the Agreement.

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

This section of the Proposal shall demonstrate the Respondent's past performance and industry experience, supported by, at a minimum, the following information:

- a. Has been in continuous existences as a UPS system and service provider for at least the past five (5) years, which is further defined as sixty (60) consecutive months; and
- b. Relevance and depth of experience in similar projects; and
- c. Has deployed UPS systems similar to that being proposed in the Proposal into three (3) corporations in United States where the proposed UPS model has been successfully installed and operational for at least three (3) years; and
- d. Had two (2) high-quality references and case studies that are relevant and demonstrate success of the proposed systems; and
- e. Evidence of financial health and positive growth trends; and
- f. Market presence and ability to remain a long-term partner; and
- g. Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- h. Is in good standing with the City and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the Respondent previously operated, or currently operates, and is not barred by any governmental agency or airport from providing the services described in this RFP.

(iii) *Criterion 3: Cost*

Respondents shall provide a clear, complete, and competitive cost breakdown for the products and services described in this RFP. Responses to this section shall

include, at a minimum, the costs for all proposed and anticipated hardware and software, licensing fees, startup costs, and recurring costs, and all other anticipated costs and estimated expenses related to the services to be provided under this RFP. Respondents shall be transparent in their pricing and address all reasonably anticipated costs for out-of-scope items and associated expenses, potential future costs, and scalability implications.

(iv) *Criterion 4: Implementation Schedule*

In this section, Respondents shall clearly describe their detailed installation, testing, and commissioning services. The Respondents shall include their proposed implementation schedule, encompassing a detailed, realistic, and achievable implementation timeline.

The implementation plan should address the following elements:

- i. Installation Plan:
 - (a) Detailed steps for the installation of the new system, including preparation, equipment delivery, and installation procedures.
 - (b) Identification of key milestones and deliverables.
 - (c) Allocation of necessary resources including Airport resources.
 - (d) Coordination with the Airport's operations team to ensure alignment with the airport's operational requirements and constraints.
- j. Testing and Commissioning:
 - (a) Comprehensive testing procedures to ensure all components and systems are functioning correctly.
 - (b) A plan for addressing any issues or defects identified during testing.
- k. Implementation Timeline:
 - (a) A detailed timeline that outlines all phases of the implementation process, from initial preparation to final commissioning.
 - (b) Proposed specific dates for key activities and milestones, ensuring the schedule is realistic and achievable and takes into consideration potential supply chain delays.
 - (c) Contingency plans to address potential delays or unforeseen challenges.
- l. System Cutover Plan:
 - (a) A clear cutover plan that minimizes downtime and impact on the Airport's hours of operation.
 - (b) Strategies to ensure a seamless transition from the existing system to the new system, with minimal disruption to airport activities.
 - (c) Coordination with airport staff to ensure smooth implementation during non-peak hours or scheduled downtime.
 - (d) Provision of a clean uninterruptible system during the cutover period to ensure continuous operations.
- m. Removal and Disposal of Existing UPS Systems:
 - (a) A plan for the safe removal of the existing UPS systems.

- (b) Environmentally responsible disposal methods in compliance with applicable regulations and standards.
- (c) Documentation of disposal procedures and any certifications required for environmental compliance.

(v) *Criterion 5: Capability and Technical Architecture*

In this section, Respondents shall outline their approach and provide details about how they will meet the objectives of this RFP. This section shall include details to demonstrating the following:

- a. Suitability of system features, architecture, design, and operation based on the bid requirements provided in **Appendix B** of this RFP;
- b. How the system can grow with the organization; and
- c. Innovative aspects of the proposed technical solution; and
- d. Specific to ensure long-term relevance of the solution; and
- e. Robustness of real-time monitoring and alerting features; and
- f. Respondent's compliance with relevant industry and regulatory standards; and
- g. Proposed system redundancy with N+1 (or greater) redundancy for critical components.

(vi) *Criterion 6: Support and Maintenance*

This section shall describe the Respondent's ability to provide future maintenance and services for the use of the subject of this RFP. Respondents shall highlight: (i) the comprehensiveness of their support and maintenance services; (ii) the extent and quality of ongoing support and maintenance outlined; (iii) the specifics, quality, and clarity of 24/7/365 4hr SLAs provided; and (iv) the quality and comprehensiveness of the Respondent's training programs. (v) the details of the required 5-year annual preventive maintenance and support contract (vi) the specifics of a on-site warranty and (vii) the detailed field performance data for the proposed UPS model, including but not limited to Mean Time Between Failures (MTBF) and Mean Time to Repair (MTTR).

(c) *Required Certifications*

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

PROPOSALS THAT DO NOT CONTAIN ALL SIGNED AND NOTARIZED CERTIFICATIONS WILL BE DEEMED NON-RESPONSIVE BY THE CITY AND NO FURTHER CONSIDERATION WILL BE GIVEN.

PROPOSALS THAT CONTAIN ALTERED OR MODIFIED CERTIFICATIONS, OTHER THAN THOSE REQUIRED TO COMPLETE THE CERTIFICATIONS, WILL BE REJECTED BY THE CITY AND NO FURTHER CONSIDERATION WILL BE GIVEN.

4.3 Proposal Organization

The Proposal shall be organized in sections consistent with Section 4.1(a) through Section 4.1(c) above. Proposals are limited to **25, single-sided** pages at, no less than Ten(10) pt type, which should include the Respondent's complete and final answers to the specific sections herein.

Items **counting towards** the page limit include:

- Answers to Section 4.1(b); and
- System Diagrams and datasheets on specific products.

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

- Letter of Submittal; and,
- Required certifications.

Respondents shall provide all items not counting towards the page limit as appendices to their Proposal. Respondents shall include sequential pagination in their Proposals identifying the pages being submitted as part of the page limit.

ANY PAGES BEYOND THE 25 PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 8.5"X11" WILL NOT BE CONSIDERED BY THE CITY.

4.4 Submission Date and Procedures

Each Respondent shall submit **five (5) hardcopy original** of the Proposal, clearly marked as "original". Respondents are free to also send an electronic .pdf version of their Proposal to procurement@flymanchester.com, provided that the electronic file is the **EXACT SAME VERSION** as the hardcopy. The City will use our email system time stamp as proof of meeting the Submission Deadline. Further, the City will NOT ACCEPT any changes to Proposals after the Submission Deadline is passed. The City will NOT ACCEPT any Proposals submitted electronically if the City has not received hard copies of the same on or before the Submission Deadline.

The envelope/package/email subject line containing the original copy and additional hardcopies of the Proposals shall be marked as follows:

**"RFP FY24-805-67
UPS System Replacement"**

The Respondent's business name and return address shall be clearly stated on the envelope/package in which the Proposal is contained.

Proposals shall be delivered by **2:00 pm on June 18 , 2024** (the "Submission Deadline"), to the offices of the Manchester-Boston Regional Airport and addressed to:

Manchester-Boston Regional Airport
Attn: Procurement
1 Airport Road Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539

Email: procurement@flymanchester.com

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

4.5 Details Provided in this RFP

It is the responsibility of each Respondent to carefully examine this RFP and to judge for itself all the circumstances and conditions which may affect their Proposal and subsequent ability to perform pursuant to the Agreement.

Any data furnished by the City is for informational purposes only. Respondent's use of any such information shall be at Respondent's own risk.

Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the Respondent from fully complying with the Agreement, this RFP, or their Proposal.

4.6 Withdrawal or Modification of Proposal

Respondents that submit Proposals prior to the Submission Deadline may withdraw or modify their Proposal prior to the Submission Deadline. Such requests to modify or withdraw Proposals must be **made in writing** to the contact identified in Section 6.2. Any modifications to, or requests to withdraw, a Proposal received after the Submission Deadline will not be considered.

4.7 Proposal Warranty

By submission of their Proposal, the Respondent warrants that (i) the Proposal submitted is not made in the interest of, or on behalf of, any undisclosed party; (ii) no employee, officer, or agent of the Airport, the City of Manchester, or the State of New Hampshire, nor any member of their immediate family, has any interest in the award of the Agreement to the Respondent or the profits expected to arise therefrom; (iii) the Respondent has not, directly or indirectly, induced any other Respondent to submit a false Proposal; (iv) Respondent has not paid, or agreed to pay, any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered, or to be rendered, in attempting to procure the Agreement for the privileges granted herein; and (v) the Respondent's Proposal is made in good faith without fraud, collusion, or connection with any other Respondent submitting a Proposal.

4.8 Proposal Opening

There will not be a public opening of the Proposals received under this procurement effort. Proposals will be opened and evaluated after the Submission Deadline. **NO PROPOSALS WILL BE ACCEPTED AFTER THE SUBMISSION DEADLINE.**

4.9 Right to Request Supplemental Information

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

SECTION V – SELECTION PROCESS

5.1 Selection Process

The Evaluation Committee will review and score all qualified Proposals. The City may, in the City's sole discretion, decide to either (i) select the Contractor based on the Evaluation Committee's review and scoring, or (ii) create a shortlist of Respondents to interview before making a final decision. Should an insufficient number of Proposals be received by the City for the process to be deemed competitive by the City, in the City's sole discretion, then the City reserves the right to reject all Proposals received and reissue the RFP or to negotiate directly with the Respondent(s) who submitted a Proposal. The City has no obligation to execute a contract with any of the Respondents on the basis of this RFP.

5.2 Tentative Solicitation Schedule

The following *tentative* schedule is provided as a general guide on timing for this solicitation. **This schedule is subject to change.** Notice of changes will be handled per the addendum process contained in [Section 6.4](#).

<u>Solicitation Step</u>	<u>Date</u>
Registration Pre-Proposal Meeting Deadline	June 7, 2024 at 2:00 P.M.
Pre-Proposal Meeting	June 10, 2024 10:00 A.M.
Deadline for Questions	June 11 2024 at 2:00 P.M.
Date Responses to Questions will be posted	June 13, 2024 5:00 P.M.
Proposal Submission Deadline	June 18, 2024 at 2:00 P.M.
Evaluation Committee Meeting	June 20, 2024
Notification of Intent to Award	June 24, 2024
Operating Agreement Executed	June 26, 2024

5.3 Preliminary Review

Upon receipt of Proposals, the City will conduct a preliminary review to ensure that each Proposal is generally responsive to the published criteria. Respondents whose Proposals are deemed non-responsive will be notified in writing with a brief explanation of the reason for the rejection.

5.4 Initial Evaluation and Scoring

(a) *Scoring Overview*

Following the preliminary review, the Evaluation Committee will convene to independently review and score each Proposal based on the criteria listed in Section 4.2. A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible Respondent(s) to perform the work contemplated under this procurement action.

The following criteria and scoring will be employed by the City:

Criteria	Max Score
General Corporate Overview and Capabilities	5 points
Past Performance and Experience	5 points
Cost	40 points
Implementation Planning Schedule	20 points
Capabilities and Technical Architecture	10 points
Support and Maintenance	20 points
TOTAL MAXIMUM SCORE	100 points

The maximum score per evaluator is **100 points**. Respondents should note that the City has placed significant weight on Cost, Implementation Planning and Schedule, and Support. Note that 80% of the Respondent's score will be determined by these criteria and Respondents should place special efforts in addressing these criteria as part of their Proposal.

(b) *Tiebreaker*

In the event of a tie between two (2) or more Respondents, the Respondent with local to the Airport operating presences, and years of experience in an airport setting will be awarded the tiebreaker.

(c) *Shortlist Development*

Notwithstanding the provisions of Section 5.1 above, the City may, in the City's sole discretion, decide to shortlist up to three (3) Respondents for the interview phase of the selection process.

5.5 Interviews

Notwithstanding the provisions of Section 5.1 above, the City may elect to interview up to three (3) Respondents based on their initial score. This is an opportunity for shortlisted Respondents to clarify their Proposals and present any additional information that the shortlisted Respondents wish the Evaluation Committee to consider.

5.6 Final Selection

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

SECTION VI – GENERAL PROVISIONS

6.1 Airport Right to Reject and Waive Minor Irregularities

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

The selection of a Respondent shall be at the sole discretion of the City. No Respondent shall have any cause of action against the City arising out of a failure by the City to consider the qualifications of a Proposal, a Respondent, or the methods by which the City evaluated the Proposals received.

6.2 Inquiries

Inquiries on all matters pertaining to this RFP or the process the City is following should be made in writing and directed to:

Manchester-Boston Regional Airport
Attn: Procurement
1 Airport Road, Suite 300
Manchester, NH 03103
Email: procurement@flymanchester.com

6.3 Contact With Airport Staff

From the time of receipt or publication of this RFP, all parties who intend to submit a response directly or indirectly to this RFP shall direct all contact with the City **only** to the procurement team for the Airport, whose point of contact is listed in Section 6.2. Other than as permitted herein, Respondents to this RFP may not contact City employees beyond the procurement contact identified in Section 6.2 herein, nor may they contact any members of the Evaluation Committee, nor those representing any City interests in this RFP for the purpose of discussing the same.

All parties who intend to submit a response directly or indirectly to this RFP shall not lobby, either on an individual or collective basis, the City, the Airport, or any federal, state, or local elected or public officials or staff regarding this RFP or said parties' written Proposals. Respondents, their acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the City, the Airport, or any federal, state, or local elected or public officials or staff to arrange meetings, visits, or presentations to influence the outcome of the selection process.

VIOLATIONS OF THIS PROVISION, BY OR ON BEHALF OF A RESPONDENT, INTENTIONALLY OR UNINTENTIONALLY, WILL RESULT IN DISQUALIFICATION OF SAID RESPONDENT, REJECTION OF SAID RESPONDENT'S PROPOSAL, AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.

6.4 Addenda and Clarifications

No interpretation of the meaning of any part of this RFP, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections shall be submitted in writing only and addressed to the City using the contact information in Section 6.2 and submitted by the date listed as the “Deadline for Questions” in Section 5.2.

All such interpretations and supplemental instructions will be in the form of a written Addendum to the RFP documents, which, if issued, will be posted on the Airport website: www.flymanchester.com/doing-business-with-mht/procurement-opportunities/

Only the interpretations or corrections given by the City in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP.

It is the responsibility of the Respondent to incorporate any addenda into their Proposal and to acknowledge receipt of any addenda by signing the *Addenda Acknowledgement Form* which, if issued, will be posted on the City’s website, and including the same in their Proposal. If a Respondent fails to acknowledge receipt of any such addendum through signing the *Addenda Acknowledgement Form*, their Proposal will be construed as though all addenda have been received by said Respondent and acknowledged thereby.

6.5 Additional Provisions

The City reserves the right to add, delete, or revise any section of this RFP. The City reserves the right 1) to accept the Respondent(s) it deems most suitable and beneficial and 2) to reject any or all Proposals received as part of this RFP. The City also reserves the right to retain all copies of Proposals submitted by Respondents.

6.6 Rejection of Irregular Proposals

The City reserves the right to reject Proposals that are considered irregular in the sole discretion of the City. Proposals will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, or other irregularities of any kind. The City reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

6.7 Cost

Respondents are responsible for all costs associated with their Proposals including, but not limited to, the creation of the Proposal and, should the Respondent be shortlisted, any associated costs for subsequent steps in the procurement process. The City will not accept any promotional items as part of the RFP process and any such items included will either be discarded or, if so requested, returned to the Respondent at no cost to the City.

6.8 Contract Agreement

The City intends to enter into an Agreement with one Respondent for a three (3) year fixed term with two (2) one-year renewal options.

NOTE: BY SUBMITTING A PROPOSAL, THE RESPONDENT ACKNOWLEDGES AGREEMENT WITH ITEMS THAT ARE CAPITALIZED AND/OR IN BOLD FONT IN THE SAMPLE AGREEMENT. RESPONDENTS ARE HEREBY NOTIFIED THAT THESE ITEMS ARE NON-NEGOTIABLE AND FAILURE OF THE RESPONDENT TO ACCEPT THESE TERMS WILL RESULT IN NO FURTHER CONSIDERATION OF THE RESPONDENT'S PROPOSAL.

6.9 Non-Discrimination Provisions

The Respondent agrees to comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964, as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion..

APPENDIX A: CERTIFICATION FORMS

**PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING
CERTIFICATIONS INTO YOUR SUBMITTAL.**

**THE CITY WILL CONSIDER PROPOSALS THAT FAIL TO INCLUDE COMPLETED
CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE
CONSIDERED.**

CERTIFICATION OF MINIMUM QUALIFICATIONS

By submission of this Proposal, the Respondent certifies that to the best of their knowledge and belief, they meet the following Minimum Qualification Requirements:

- 1) Has been in continuous existences as a UPS system and service provider for at least the past five (5) years, which is further defined as sixty (60) consecutive months; and
- 2) Relevance and depth of experience in similar projects; and
- 3) Has deployed UPS systems similar to that being proposed in the Proposal in three (3) corporations in United States of reference sites where the proposed UPS model has been successfully installed and operational for at least three (3) years; and
- 4) Two (2) high-quality references and case studies that are relevant and demonstrate success; and
- 5) Evidence of financial health and positive growth trends; and
- 6) Market presence and ability to remain a long-term partner; and
- 7) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- 8) Is in good standing with the City and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the Respondent previously operated, or currently operates, and is not barred by any governmental agency or airport from providing the services described in this RFP.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the City without prejudicing any remedies available to the City in equity or law.

Notary Seal:

Name of Respondent

Name of Respondent's
Authorized Representative

Signature of Respondent's
Authorized Representative

Date

Title of Respondent's
Authorized Representative

CERTIFICATION OF NON-COLLUSIVE PROPOSAL

By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief:

- a) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor; and,
- b) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and,
- c) No attempt has been made or will be made by the Respondent to induce any other person, partnership, or corporation to submit or not to submit a Proposal for purpose of restricting competition.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the City without prejudicing any remedies available to the City in equity or law.

Notary Seal:

Name of Respondent

Name of Respondent's
Authorized Representative

Signature of Respondent's
Authorized Representative

Date

Title of Respondent's
Authorized Representative

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a Proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this solicitation is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

CERTIFICATION:

NOTARY/ATTESTATION:

Name

Signature

Date

Title

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

The applicant must complete the following two certification Proposals. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by **inserting a checkmark (✓) in the space *following* the applicable response.** The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that () it is, OR () is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that () it is, OR () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION:

NOTARY/ATTESTATION:

Name

Signature

Date

Title

APPENDIX B: UPS SYSTEM REQUIREMENTS

B.1: Detailed Requirements.

The project aims to replace the existing Uninterruptible Power Supply (UPS) systems located in the data center and network operations IDF. This involves replacing a 50 KW UPS and a 16 KW UPS system. The scope includes removal and disposal of old systems, installation of new UPS systems with minimal downtime, providing temporary UPS systems during cutover, a five-year preventive maintenance and support contract, comprehensive training for operational staff.

(a) Requirements for all systems:

1. Proven Platform: The proposed UPS systems must not be in their first model year. They must have been commercially available and operational for at least three (3) years.
2. Mean Time Between Failures The proposed system shall have a Mean Time Between Failures (MTBF) of at least 120,000 hours.
3. Support Service Level Agreements shall require support response within 4 hour and be available 24x7x365.
4. Preventive Maintenance and Support: 5-year annual preventive maintenance and support contract shall include battery replacements for the 5-year term.
5. Warranty: Minimum 3 years warranty with on-site support
6. Installation, Testing and commissioning services of the new UPS systems shall be completed with minimal downtime to Airport. Power outages shall be scheduled for 'off-hour' and coordinated with the Airport.
7. All electrical work must be completed by an electrician licensed to work the state of New Hampshire.
8. Access and Maintenance: Systems shall ensure easy front and rear access to all components for maintenance and monitoring. The design must allow for servicing without disassembling adjacent equipment.
9. Monitoring and Management: The UPS shall have the following features
 - 9.1. Remote monitoring capability;
 - 9.2. SNMP support for system alerts and alarms ; and
 - 9.3. web-based management interface; and
 - 9.4. product agnostic, central collection of power usage for a 90 day period and a report of battery maintenance history.
10. Cybersecurity of Critical Operational Technology: The proposed UPS systems must incorporate robust cybersecurity measures to protect critical operational technology. This includes encryption of data, secure access controls, regular security updates, and compliance with industry standards and best practices for cybersecurity.

(b) Replacement of existing Datacenter 50 KW UPS (current load 25KW)

11. Requirements for Existing 50 KW UPS
 - 11.1. Power Capacity: 50 KW modular UPS with chassis capacity expandable to 100KW
 - 11.2. Runtime: Minimum of 1 hour at full load
 - 11.3. Input Voltage: 480 3 phase

- 11.4. Output Voltage: 120/208 3 phase.
- 11.5. Output Connection: Hard Wire 4-wire (3PH+N+G) 1
- 11.6. Architecture: Line-Interactive.
- 11.7. Redundancy: N+1 (or greater) redundancy for critical components
 - 11.7.1. Redundant Power Modules: Extra power modules are included beyond what is necessary to handle the load, so if one fails, the others can take over without interruption.
 - 11.7.2. Redundant Batteries: Additional battery units are provided to ensure backup power is available even if one battery fails.
 - 11.7.3. Redundant Control Units: Multiple control units ensure the system can operate if one control unit fails.
- 11.8. Efficiency: Minimum of 95% at full load
- 11.9. Environmental Ambient Conditions temperature range of 32...104 °F
- 11.10. Certifications: Must comply with UL, and FCC Part 15
- 11.11. Dimensions and Fit: The proposed UPS systems must fit within the existing footprint of three (3) 48U cabinets, each with a height of 84 inches (2134 mm), a width of 24 inches (600 mm), and a depth of 48 inches (1200 mm). The combined width of the three cabinets is 72 inches (1800 mm). Configuration: All components of the UPS system, including power modules and battery packs, must be designed to fit within these dimensions. Proper airflow and cooling must be maintained within the cabinets.

(c) Replacement of existing 16 KW IDF UPS (current load 6KW)

12. Requirements for Existing 50 KW UPS
 - 12.1. Power Capacity: 16 KW
 - 12.2. Runtime: Minimum of 4 hours at full load
 - 12.3. Input Voltage: 240V 1 phase
 - 12.4. Output Voltage: 120/208V 1 phase
 - 12.5. Output Connection: Hard Wired
 - 12.6. Efficiency: Minimum of 95% at full load
 - 12.7. Architecture: Line-Interactive.
 - 12.8. Redundancy: N+1 (or greater) redundancy for critical components
 - 12.9. Environmental Ambient Conditions temperature range of 32...104 °F
 - 12.10. Certifications: Must comply with UL, and FCC Part 15
 - 12.11. Dimensions and Fit: 19" W x 27" D All components of the UPS system, including power modules and battery packs, must be designed to fit within these dimensions. Proper airflow and cooling must be maintained within the cabinets.