

# **REQUEST FOR BIDS FOR:**

# **Ticket Counter Millwork Replacement**

Solicitation Number: FY25-805-23

October 30, 2024



# REQUEST FOR BIDS FOR TICKET COUNTER MILLWORK REPLACEMENT

# MANCHESTER-BOSTON REGIONAL AIRPORT MANCHESTER, NH

Solicitation Number: FY25-805-23

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 the purchase and installation of a new bank of ticket counter millwork with associated inserts, and scales for Ticket Counters #2 and #4 at the Airport (each a "Bid").

It is the intent of the City to select a qualified vendor(s) who submits a Bid (each a "Respondent"). The City intends to award the successful Respondent(s) with a firm, fixed fee Purchase Order for the purchase and installation of ticket counter millwork (the "Agreement"). The City reserves the right to reject any or all Bids 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 Respondents or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 – DEFINITIONS

For all purposes of this Request for Bids, capitalized terms shall have the definitions provided in this <u>Section I</u>, 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.
- **"P.O."** means Purchase Order and written contractual agreement issued by the City used to execute the transaction with the Contractor. The P.O. shall serve as notice to the vendor that an award has been made.
- "Respondent(s)" means, jointly and severally, those entities that respond to this RFB.
- "RFB" means this Request for Bids for Ticket Counter Millwork Replacement dated October 30, 2024, Solicitation Number FY25-805-23, and all appendices, attachments, and addenda hereto.
- **"Submission Deadline"** means the time and date as specified in <u>Section 4.2</u> of this RFB, by which hard or electronic copies of the Proposal must be received by the City.



#### SECTION II – BID DETAILS

#### 2.1 Purpose

The City is seeking Bids from suitably qualified providers with the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost. The City intends to select one (1) Bidder that will enter into a firm, fixed fee, Purchase Order and Agreement for the acquisition and installation of common user ticket counter and gate podium millwork.

# 2.2 Minimum Specifications

To be selected for this project, a Bid must include the following:

- Procurement and installation of six (6) counters, inserts, and scale wells
  for ticket counter locations known at the Airport as ticket counters #2 and
  #4;
- Procurement, installation, and calibration per New Hampshire statutes, of **eight (8)** low profile baggage scales; and
- All materials and dimensions comply with the specifications listed in **Exhibit B** to this RFB.
- The Contractor shall agree to provide to the City with proof of the Contractor's Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are: (i) a copy of a federal tax depository ticket; (ii) copy of an IRS label showing name and Federal ID Number of the Contractor; (iii) an IRS letter assigning a taxpayer Identification Number; or (iv) other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) **PREPRINTED** thereon. Any impertinent information may be redacted before sending to the City.
- The Contractor shall submit a Material Safety Data Sheet ("MSDS") for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to New Hampshire RSA 277-A. Failure to submit an MSDS or failure to label each container will place the Contractor in noncompliance with the Agreement. Failure to submit MSDS or failure to label each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from furnishing substances or mixtures. Respondents are cautioned to obtain and read the law referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR AGREEMENT



#### 2.3 Responsibilities of Contractor

The Contractor shall supply the appropriate manpower and equipment necessary to perform this procurement action. The Contractor shall deliver, install, and certify for operation the common use ticket counter and materials described in this RFB. By submitting a Bid, the Respondent acknowledges that **time is of the essence** and, if selected to be the Contractor, Respondent is ready to immediately proceed with efforts to fulfill the scope of work as indicated.

#### 2.4 Business Terms and Agreement

The Agreement will be in the form customarily employed by the City and will incorporate the Bid and the terms and conditions of this RFB. The Agreement shall contain provisions for cancellation by the City in the event that funds are not appropriated for the continuance of thereof.

#### 2.5 Hold Harmless

Each Respondent, if awarded an order or contract, agrees to protect, defend, and hold the City harmless against any demand for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by such order or contract.

#### 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 AGENTS', EMPLOYEES', ITS 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 their signature the word "president", "secretary", "agent", or other title without disclosing their 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. 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 theses taxes. Bids shall include all charges for delivery, packing, crating, containers, disposal of shipping materials, installation & certifications, and related costs. Unless otherwise stated by the Respondent, 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

Respondents may submit a hardcopy or an electronic version of their Bid. Bids must be delivered, by **2:00 pm EST** on **Friday, November 15, 2024** (the "Submission Deadline"). The City will use the City's email system time stamp as proof of meeting the Submission Deadline. Submitted emailed materials must not exceed 20MB in size.

The envelope/packaging and/or email subject line containing the Bid shall be marked as follows:

#### "RFB FY25-805-23 Ticket Counter Millwork Replacement"

Bids shall be delivered 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

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

Bids may be withdrawn upon a Respondent's written request received by the City prior to the time affixed for opening, as designated by this RFB. Any 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

Each Respondent must certify that 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 such Respondent or the profits expected to arise therefrom, and that such 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 and then publicly read aloud for the information of the Respondents and other properly interested parties who may be present either in person or by representative. NO 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 RFB. This schedule is subject to change. Notice of changes will be posted to www.flymanchester.com/doing-business-with-mht/procurement-opportunities

Solicitation Step	Date
Onsite walkthrough*	November 7, 2024 at 1:30 PM EST
Deadline for questions and clarifications	November 12, 2024 at 2:00 PM EST
Bid submission deadline	November 15, 2024 at 2:00 PM EST
Notification of award	November 19, 2024

<sup>\*</sup>Confirm attendance via email to <u>procurement@flymanchester.com</u>. Meeting at the Airport's Conference Room, 3<sup>rd</sup> Floor, 1 Airport Road, Suite-300 Manchester, NH 03103.



#### 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 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 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 who can deliver and install the millwork the earliest. 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.



#### 6.1 Airport Right to Reject and Waive Minor Irregularities

The City reserves the right to waive any informality in a Bid, to reject any and all Bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.

#### **6.2** Inquiries/Contact with Airport Staff

No oral interpretations or clarifications will be made to any Respondent 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

Email: procurement@flymanchester.com

Only written questions will be accepted and must be submitted no later than 2:00 P.M. EST, November 12, 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 <a href="https://www.flymanchester.com">www.flymanchester.com</a>. 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.

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 BID, AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.

#### **6.3** Specifications

Unless otherwise stated by the Respondent, 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 Respondent 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

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 Respondent responding to this Request for Bids.

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

Description	Extended Cost	
Fabrication, delivery and installation of <b>Six (6)</b> Ticket Counter, Counter Inserts and Scale Wells for Ticket Counter Location #2 and #4		
Procuring, installing, and calibrating NH Laws, <b>Eight (8)</b> Low Profile Baggage Scale		
Total	\$	
Respondent:		

Date: \_\_\_\_\_

Name:

By:

Its Duly Authorized:



## **Exhibit B**

#### **MATERIAL SPECIFICATIONS**

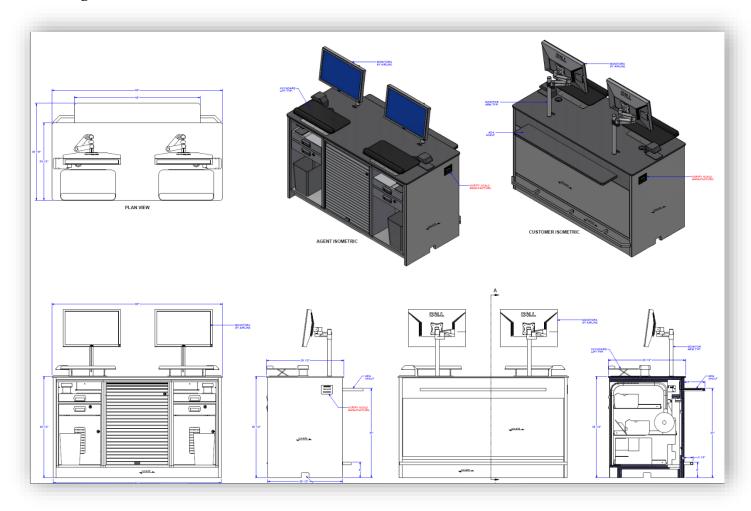
Items as listed or approved equivalent. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes only to guide the Respondent in interpreting the requirements of the City and should not be construed as excluding Bids with other types of materials, equipment, and supplies. Millwork must match materials and appearance of Ticket Counter #5. All materials shall be new and not previously used. Dimensions and materials shall be obtained during the mandatory walk through.

Component	Specification	Quantity
Ticket Counter	As described and pictured in Diagrams.	6
Ticket Counter Insert	As described and pictured in Diagrams.	6
Scale	Division Low profile Baggage Scale	8



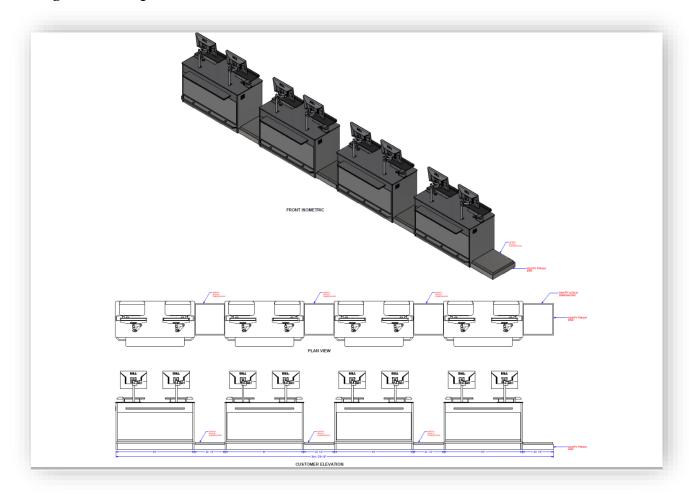
# **Diagrams**

Diagram A: 2-Position Ticket Counter





**Diagram B: Sample Ticket Counter** 





**Diagram C: Sample Ticket Counter Finish** 



