



Rockingham County
Engineering & Maintenance Services
116 North Road — Brentwood, NH 03833-6614
Telephone: 603 679-2256, ext. 9150
Fax: 603 679-9380
www.co.rockingham.nh.us

REQUEST FOR PROPOSALS FOR VMWare Software Eng & Maintenance Services

You are hereby invited to submit proposals for **VMWare Software**, as specified in the attachments of this Request for Proposal.

The information necessary to complete the proposal is listed below and in the attachment of this invitation.

Questions on the technical specifications of the Request for Proposal should be directed to Robin Bernier/ IT Manager at (603-679-9400). Questions on bidding procedures can be directed to the Commissioners Office at (603) 679-9350.

Proposal Instructions: Two (2) copies of the proposal should be submitted in a **sealed envelope** marked **VMWare Software** to:

Rockingham County Commissioners
119 North Road
Brentwood, NH 03833

Proposals must be submitted to the above address **no later than 3:00 p.m. on Monday, April 15, 2019** to be eligible for consideration.

If proposals are being sent via FedEx, UPS, or other mail carrier, please ensure that the mailing envelope/package is clearly marked Computer Equipment. Envelopes/packages not marked with the name of the proposal may be misidentified and will be rejected. Other forms of submission (fax or email) will be rejected. Proposals received after the deadline will be rejected.

An electronic version of your proposal, via CD or flash drive, included inside your sealed bid is welcomed.

Proposal Openings: Proposals will be opened publicly at a regular scheduled meeting of the Board of Rockingham County Commissioners in the Commissioners Conference Room of the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH, on Wednesday, April 17, 2019 at 1:00PM. Proposals will be taken under advisement at that time and will be awarded as soon as a complete review and comparison of the proposals received has been made by the Board of Commissioners.

Proposal Award: The proposal(s) will be formally awarded and announced publicly at a regular scheduled meeting of the Board of Rockingham County Commissioners held in the Commissioners' Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH. Formal notification of proposal award to all proposers will occur immediately thereafter. Information on the award will also be available on the RFP/Bidding section of the County's website at: www.RockinghamCountyNH.org

RFP Prices: RFP prices are to remain in effect for a period of (60) days from opening date of the proposal and are to remain firm once proposal is awarded to the successful proposer(s).

Performance Clause: In the event that the successful awarded proposer/Rockingham County should default in the observance of the stipulations set forth in this Request for Proposal and any attachments thereto and such default is not corrected within 30 days of written notice from either party, the successful awarded proposer/ Rockingham County shall have the option of canceling the proposal.

Contractual Obligations: In the event that contracts for the supply of materials, equipment, or services are required under the bid, the Board of Rockingham County Commissioners reserves the right to review said contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Board of Rockingham County Commissioners. All contracts entered into by Rockingham County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.

Non-Appropriation

Rockingham County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Rockingham County's then current fiscal year, subject to annual approval by the Rockingham County Delegation. Should Rockingham County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Rockingham County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.

Indemnification

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Rockingham County, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a

claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Rockingham County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

Insurance Requirements

The provider shall maintain at all times during the life of this contract the following insurance coverage. The provider must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal, and will be evaluated accordingly.

Workers Compensation Insurance: The provider shall carry workers compensation insurance as required by the State of New Hampshire.

Comprehensive General Liability Insurance: The provider shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.

Motor Vehicle Insurance: The provider shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.

Provider shall provide an insurance certificate confirming the above insurance coverage. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.

The provider shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence.

The provider shall file certificates with Rockingham County showing that the above insurance has been purchased.

A 30-day notice is required for cancellation and /or material change of coverage, sent directly to the Rockingham County Commissioners Office at 119 North Road, Brentwood, N.H. 03833.

NOTE:

The Board of Rockingham County Commissioners reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Rockingham County and to waive any bid formality.

Sincerely,

A handwritten signature in cursive script that reads "Rabia Bernier".

O/DD

Enclosed: Attachment

ATTACHMENT A

I. General Requirement for Proposing and Instructions to Providers

A. INTRODUCTION AND BACKGROUND

Rockingham County Complex (Rockingham) is a public entity composed of general administrative offices, a nursing home, and a correctional facility.

Rockingham County is seeking written proposals from qualified vendors to enter into a contract with the purpose of supply such services as noted in section B.

B. SPECIFICATIONS

Rockingham County seeks proposals from qualified vendors to supply the following software for the Rockingham County Complex in Brentwood, New Hampshire;

Rockingham County Complex:

VMware vCenter Server 6 Foundation for vSphere up to 4 hosts (Per Instance)
VMware - Part#: VCS6-FND-C

Production Support/Subscription VMware vCenter Server 6 Foundation for vSphere
up to 4 hosts (Per Instance) for 1 year
VMware - Part#: VCS6-FND-P-SSS-C

VMware vSphere 6 Standard for 1 processor
VMware - Part#: VS6-STD-C

Production Support/Subscription VMware vSphere 6 Standard for 1 processor for 1
year
VMware - Part#: VS6-STD-P-SSS-C