

City of Portsmouth
Portsmouth, New Hampshire

Bid#63-15
Downtown Parking Shuttle

INVITATION TO BID

The City of Portsmouth is seeking to contract for a seasonal shuttle service that will transport passengers from a remote parking lot off of Market St extension to the Hanover Parking Garage in downtown.

Bid specifications are available at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Hard copies of these documents are not available.

Sealed proposals, plainly marked “**City of Portsmouth Downtown Parking Shuttle – Bid Proposal 63-15**” on the outside of the envelope, addressed to Lori MacGinnis, Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **April 13, 2015 @ 2:00 p.m.**

Bidders may submit questions in writing to Juliet Walker, Transportation Planner, jthwalker@cityofportsmouth.com. Addenda to this bid, if any, will be posted to the City Purchasing Department website under the project heading.

If you have administrative questions please contact the Finance/Purchasing Department at the following number: (603) 610-7227.

The City reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts. The City of Portsmouth further reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City. Also, the City reserves the right to approve or deny subcontractors for this project.

Contract award is contingent upon available funding.

INSTRUCTION TO BIDDERS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding forms including a statement of qualifications. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

Questions about this bid should be directed in writing to Juliet Walker, Transportation Planner, at jthwalker@cityofportsmouth.com.

Addenda to this bid document, if any, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a bid should check the web site for addenda and updates after the release date. Firms should acknowledge receipt of addenda on the Bid Proposal Form. Failure to do so may result in disqualification.

2. Interpretation of Quantities in Bid Proposal Form

The quantities appearing in the bid proposal form are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Familiarity with Laws

The bidder is assumed to be familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the City in writing.

4. Preparation of Bid Proposal

- a) The bidder shall submit its proposal upon the forms furnished by the City. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

- b) The unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. The unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work in accordance with the contract documents.
- c) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the city. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

5. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the City's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the City, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

6. Delivery of Bid Proposals

Sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed or e-mailed bid proposals are not acceptable.

7. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

8. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

9. Disqualification of Bidders

Any or all of the following reasons may be deemed by City in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Lack of competency or of adequate equipment, as revealed by the statement of bidders qualification or otherwise;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the City.

10. Equipment Guaranty

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all equipment to be used in the provision of services, and the City may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work as well as the adequacy of the information provided, qualifications, demonstration of ability to perform the work, and such other criteria as is in the best interest of the City. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

3. Reservation of Rights

The City reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the City, the best interest of the City of Portsmouth will be promoted thereby. The City further reserves the right to conduct such investigations of the contractor's history, financial resources, and other qualifications as it deems necessary to determine whether bidder is qualified to do the work. Bidder may be asked to execute releases. Failure to execute a release upon request may result in disqualification.

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the City.

The City reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts.

4. Execution and Approval of Contract

The successful bidder is required to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

5. Failure to Execute Contract

Failure to execute the contract and to provide proof of insurance within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the City may exercise its reserved rights including the rejection of all bids or re-advertisement.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000 / \$5,000,000
Per occurrence and general aggregate

- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000 / \$5,000,000
Per occurrence and general aggregate

Coverage amounts may be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

GENERAL REQUIREMENTS

1. INTENT OF CONTRACT

The services requested will provide free weekend public bus shuttle service to and from a public parking lot under lease to the City (at 200 Chase Drive) to the municipal parking garage at 34 Hanover Street. As detailed in the scope of work below, the shuttle would operate for 3 days (37 hours) per week from April to May and from September to January. During the months of June, July and August, the shuttle would operate 4 days (46 hours) per week. This service will start April 17, 2015 and run through January 3, 2016 with option to add additional services for July 4th Fireworks, Halloween Parade, and First Night, and other special events.

2. SERVICE SPECIFICATIONS

The scope of work is inclusive, but not limited to, the following tasks associated with the operation of the shuttle service. The parties understand that the hours of operation for shuttle service may be altered by written amendment by the City with reasonable notice to the Contractor if it is in the best interest of the City.

A. Operation of a parking shuttle according to the hours specified by the City:

- April 17 to May 31
 - Friday, 12pm to 1:30am (Saturday)
 - Saturday 12pm to 1:30am (Sunday)
 - Sunday 1pm to 11pm
- June 4 to September 6
 - Thursday, 4:30pm to 1:30am (Friday)
 - Friday, 12pm to 1:30am (Saturday)
 - Saturday 12pm to 1:30am (Sunday)
 - Sunday 1pm to 11pm
- September 11 to January 3
 - Friday, 12pm to 1:30am (Saturday)
 - Saturday 12pm to 1:30am (Sunday)
 - Sunday 1pm to 11pm

B. The Contractor shall comply with all applicable federal, state and municipal laws and the rules and regulations of the State of New Hampshire, the US Department of Transportation, and all authorities having jurisdiction over this service.

3. DRIVER RESPONSIBILITIES

- A. Contractor shall provide a sufficient number of qualified drivers to cover the hours of service listed above without interruption. Shuttle drivers shall have a commercial driver's license issued by the State of New Hampshire. Accommodations for driver breaks during the hours of shuttle operation may be negotiated with the City. Contractor shall include a request for consideration of driver breaks in the bid response.
- B. Drivers shall not leave a vehicle unattended when passengers are in the vehicle. The City shall provide access to a restroom facility for the drivers' use.
- C. Contractor shall instruct drivers that no gratuities or tips shall be solicited or accepted for any reason whatsoever from any person using the service.
- D. Contractor shall certify and shall provide written documentation of procedures or practices undertaken by the Contractor to ensure that all drivers are fit and qualified to provide the services required.

- E. Contractor shall ensure that drivers maintain a clean and neat appearance and conduct themselves in a courteous and helpful manner.
- F. No smoking shall be allowed in the vehicle by passengers or drivers at any time.
- G. Contractor shall ensure that drivers keep records of passenger boardings at each stop on an hourly and daily basis on recording forms to be provided by the City. Contractor shall provide the records to the City on a weekly basis.

4. VEHICLE STANDARDS

A. Specifications

- o Minimum 16 passenger capacity
 - o ADA accessible including a wheelchair lift.
 - o Hard-wired for radio communication
 - o A/C system
 - o Seatbelts
 - o Real-time tracking (GPS-based) system that enables passengers to track anticipated arrival time.
- B. The Parking Shuttle Logo (supplied by City) shall be applied to the front, sides, and rear of the vehicle per City specifications at Contractor's expense.
- C. Contractor shall ensure that all repairs and maintenance for any vehicle used for this service has been conducted in accordance with the manufacturer's recommendations, including preventative maintenance, and in a manner that will ensure that all vehicles shall continue to be in reliable operating conditions. The City of Portsmouth reserves the right to inspect all vehicles and to request current maintenance records for any vehicle used in service.
- D. If, at any time, a primary vehicle is taken out of service for any reason, the Contractor shall immediately provide a comparable back-up vehicle to cover the service.

5. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The City reserves the right to make such alterations of the scope or character of the work as may be necessary or desirable to complete fully and acceptably the proposed service; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the City shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

6. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the City or at the unit bid price. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead & profit). Costs shall be substantiated by invoices and certified payroll. If the City determines that extra work is to be performed, a change order will be issued.

7. CHANGE ORDERS

The City reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

8. TEMPORARY FACILITIES

The City shall provide the Contractor with reasonable access to toilet facilities for the use of workers employed on the project.

BID PROPOSAL FORM

To the City of Portsmouth, New Hampshire, herein called the City.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the City is directly or indirectly interested in this Bid.
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the City. Payment to the bidder will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.
6. The bidder understands that it is the intention of this contract that the items listed below describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. The work not specifically identified as a unit price item shall be considered as incidental to the identified unit price items and shall be included in the unit process quoted.
7. Total Pricing will be determined by the individual unit cost provided below multiplied by the quantity determined by the City.

DESCRIPTION	EST.QTY. (Weeks)	EST. QTY. (Hours)	HOURLY RATE IN WORDS	HOURLY RATE IN FIGURES	ITEM TOTAL IN FIGURES
Shuttle service from Thursday 4:30pm to Friday 1:30am (9 hours per week)	14	126		\$	\$
Shuttle service from Friday 12pm to Saturday 1:30am (13.5 hours per week)	38	513		\$	\$
Shuttle service from Saturday 12pm to Sunday 1:30am (13.5 hours per week)	38	513		\$	\$
Shuttle service from Sunday 1pm to 11pm (10 hours per week)	38	380		\$	\$

TOTAL FOR PROJECT AND BASIS OF AWARD

In Figures \$ _____ In Words \$ _____

The Bidder has received and acknowledged Addenda No. _____ through _____.

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, the instruction to bidders and the bid specifications, and agrees to the terms and conditions set forth herein. Bid price shall be firm for at least 30 days.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the City is directly or indirectly interested in this Bid.

Submitted by Authorized Agent: _____
(Print Name & Title)

Signature: _____ Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

STATEMENT OF BIDDER'S QUALIFICATIONS
Supply with Bid

All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary:

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been in business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand -- (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General services provided by your company.
9. Explain any contract within the last 5 years that you or your customer terminated.
10. What percentage of your projects in the last 5 years were delivered on time as specified by the contract? Explain reasons for any extensions.
12. Please provide at least three references for contracts with related services. Please list project names and locations, completion dates, and total amount for each contract.
13. List your major equipment available for this contract.
14. List your key personnel available for this contract, including who will be project lead and project manager.

Respectfully submitted:

(Signature) (Date)

(Title)

(Address)

_____, being duly sworn,
(Print Name)

deposes and says that he/she is _____ of
(Title)

(Name of Organization)

and that the answers to the foregoing questions and all statements contained are true and complete to the best of his/her knowledge.

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My commission expires _____

Once awarded, the agreement to execute the work will likely have the following form:

CONTRACT AGREEMENT

This AGREEMENT is entered into this ____ day of _____, 2015, by and between the City of Portsmouth, NH, (hereinafter referred to as City) and _____ (hereinafter referred to as Contractor), with a principal place of a business located at _____.

1. Scope of Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.
2. Contract Price -- City shall pay Contractor for performance of the work in accordance with the Contract Documents.
3. Payment – Contractor shall submit a monthly billing invoice for each immediately preceding month of service and be paid upon acceptance of the work and settlement of all claims.
3. Time for Performance - Contractor shall commence operations no later than April 17, 2015 and shall complete operations at the end of January 3, 2016.
4. Coordination and City's Representative – The City's representative on the project shall be the Director of Public Works or his designee. Contractor shall coordinate operations with the City to ensure that there is no/limited disruption to the operation of City streets. Contractor's drivers shall make immediate notification to Contractor upon the occurrence of (1) any breakdown of a vehicle which shall be credited as a Service Downtime to that month's invoice, 2) any Service Downtime, 3) less than normal service (for any reason), 4) serious traffic delays, 5) vandalism to the vehicles or bus shelters, and 6) disturbances or problems on any of the vehicle runs. Contractor's drivers will notify the Contractor's office immediately of the occurrence of any of the above and Contractor's Lead or Project Manager shall, in turn, notify the City immediately.
5. Indemnification and Proof of Insurance - The Contractor agrees to hold the City and any of its officers, agents and employees harmless from any and all claims arising out of or in any way connected with the performance by the Contractor, its officers, agents, or employees of the work referenced above. The Contractor agrees to maintain, at a minimum, the level and types of coverage set forth in the bid documents, naming City as additional insured, throughout the duration of the Agreement.
6. Governing Law - The validity and interpretation of this Agreement shall be governed by the laws of the State of New Hampshire.
7. Permits - The Contractor will secure at its expense all permits and consents required by law as necessary to perform the work and will otherwise comply with applicable municipal ordinances and applicable state and federal laws, rules and regulations. It is understood that the vehicle(s) will not park without written permission from the City through a license

agreement or otherwise on City Streets, in City parking lots or City parking spaces during service operations.

8. Contract Documents – The Contract Documents which comprise this agreement between the City and Contractor are attached hereto and made a part hereof and consist of the following:
 - This Agreement
 - General Requirements
 - Insurance Requirements
 - Any modifications, including change orders, duly delivered after execution of this Agreement.
9. Back up Vehicle – If at any time, the primary Vehicle is out of service for any reason, including repairs and/or maintenance, Contractor shall immediately provide a comparable back-up Vehicle. Each back-up Vehicle must have a minimum of 16 seats, be acceptable for common carrier service, and otherwise comply with the terms and provisions of this agreement. The Contractor must provide temporary signage for the Vehicle which clearly identifies it as the Portsmouth Parking Shuttle, such signage must be prominently displayed on the front and rear of the vehicle.
10. Restoration of Service – In the event of a mechanical breakdown of Vehicle or any other reason causing any Service Downtime, Contractor will make a good faith effort to secure additional Vehicle and drivers as needed. In the event of any Service Downtime that is not fixed within sixty (60) minutes of its occurrence, the City shall have the right to secure other transportation for the affected passengers such as a taxi and charge the cost of same to Contractor.
11. Any and all drivers and other employees or contractors of Contractor shall be in the employ only of the Contractor, and shall not be treated as employees or contractors of the City of Portsmouth. Contractor shall be solely responsible for the payment or withholding of, or deduction for, Federal, state, and local taxes, social security, disability, and unemployment insurance premiums and deductions, workers' compensation coverage, and any other tax, additions to tax, interest, penalties, or liability incurred on behalf of, or as a result of employing, its employees ("Employment Taxes and Related Liabilities").
12. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
13. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
14. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

- 15. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- 16. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.
- 17. Conflict of Interest: Contractor warrants by execution of this Agreement that no officer, employee, agent of the City , or any other person who exercises any functions or responsibilities in connection with the City, has or shall have any personal or financial interest, direct or indirect, in this Agreement and the Contractor shall take appropriate steps to assure compliance.

IN WITNESS WHEREOF, each of the City and Contractor has caused this Agreement to be executed and delivered in its name and its behalf by its authorized officer as of the day and year first written above.

City of Portsmouth, New Hampshire

BY: _____
John P. Bohenko, City Manager

BY: _____

Title: _____