

City of Portsmouth
Portsmouth, New Hampshire
Valet Parking Services from Loading Zone located at 84-86 Pleasant Street
Bid #63-17

INVITATION TO BID

Sealed bid proposals, plainly marked, “Valet Parking Services from Loading Zone located at 84-86 Pleasant Street”, Bid # 63-17 on the outside of the mailing envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until May 31, 2017 at 2:00 p.m. at which time all bids will be publicly opened and read aloud.

The City of Portsmouth has a Loading Zone located at 84-86 Pleasant Street within the downtown from which it will permit valet parking services Monday through Sunday from July 1, 2017 through June 30, 2018 from 5:00 p.m. through midnight. This invitation is to elicit bids for valet parking services for the Loading Zone located at 84-86 Pleasant Street, Portsmouth, New Hampshire. All other valet parking services from municipal parking spaces or loading zones other than the Loading Zone located at 84-86 Pleasant Street as depicted in the attached Exhibit A is prohibited. Minimum bid is \$500.

A copy of the bid specifications may be obtained at the City’s website: <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this bid, if any, including written answers to questions, will be posted on the City of Portsmouth website. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed, in writing, to the Purchasing Coordinator at purchasing@cityofportsmouth.com.

The City of Portsmouth reserves the right to reject any or all bid proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

City of Portsmouth
Portsmouth, New Hampshire
“Valet Parking Services from Loading Zone located at 84-86 Pleasant Street”

Bid Specifications

Introduction

The Portsmouth City Council permits valet parking service at certain loading zones and municipal parking spaces in the City upon approval of a license issued by the City to the vendor. This bid is for a vendor to provide valet parking services from a Loading Zone located at 84-86 Pleasant Street.

- Vendor will be allowed to provide valet parking services from the Loading Zone located at 84-86 Pleasant Street only and vendor will not be allowed to provide valet parking services from any other loading zone or municipal parking space in the City. See Exhibit A to this bid for the location of the Loading Zone;
- Valet parking services shall be allowed from the Loading Zone located at 84-86 Pleasant Street and shall be permitted from July 1, 2017 to June 30, 2018 from the hours of 5:00 p.m. through midnight Monday through Sunday;
- The Loading Zone for valet parking services shall be available to the highest qualified bidder; and
- There shall be a minimum bid price for use of the Loading Zone.

The vendor who submits the highest qualified bid for the Loading Zone will have the opportunity to enter into a license agreement to provide valet parking services from the Loading Zone at 84-86 Pleasant Street. The license will provide for vendor’s exclusive use of the Loading Zone for the period set forth above. The license will have substantially those terms and conditions shown on the attached Exhibit B to this document. Vendors should review those terms and conditions carefully.

Instructions to Bidders: Addenda to this bid, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda and updates will NOT be sent directly to vendors. Vendors submitting a proposal should check the web site daily for addenda and updates after the release date. Vendors should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

Submittal Requirements: Vendors must include:

- A cover letter describing the vendor’s valet parking services operation which includes days and hours of operation
- A description of arrival and departure procedure for vehicles
- A description of arrival and departure routes for vehicles to be parked off site
- Any requests for signage to advertise valet parking services
- Location and description of vehicle storage off site

- Insurance coverage for general liability, automobile liability in the amount of \$1,000,000 and general aggregate insurance in the amount of \$2,000,000, garage keepers insurance in the amount of \$100,000; and
2. The Price Proposal Form;

Vendor is not required to obtain local and state permits prior to submission of a bid, but will be required to obtain a license from the City for use of the Loading Zone. Vendor may submit such additional information as it deems necessary or helpful to the City's evaluation process.

Disqualification: Vendor will be disqualified if:

- Vendor has a history of non-compliance with local and state regulations, ordinances and laws;
- Vendor's proposed valet parking services raises health or safety concerns that cannot be reconciled through the license terms. By way of further guidance, it is imperative that the valet parking services be able to occur in a manner which does not create a risk for customers, vehicular traffic, the vendor or others, or create damage to City property.
- Vendor has a history of harassing, intimidating or threatening other vendors;
- If the bid proposal is on a form other than that furnished;
- If there are unauthorized additions, conditions or irregularities which may make the bid proposal incomplete, indefinite or ambiguous as to its meaning;
- If more than one proposal for the same work from an individual, firm, or corporation under the same or different name or there is evidence of collusion among bidders;
- Failure to submit all required information; or
- Disqualification is in the best interest of the City of Portsmouth.

By submitting a bid proposal, the vendor authorizes the City to undertake such investigation as may be necessary to verify the vendor's qualifications. The vendor may be requested to execute a release(s) in favor of third parties who have information relative to the vendor's qualifications. Refusal to execute a release may result in disqualification.

Delivery of Bid Proposals: When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bid proposals. All bid proposals should be plainly marked on the outside of the envelope "Valet Parking Services from Loading Zone located at 84-86 Pleasant Street, Bid #63-17". Proposals received after the time for opening of the proposals will be returned to the vendor, unopened. Faxed proposals are NOT acceptable.

Withdrawal of Bid Proposals: A proposal may be withdrawn prior to execution of License.

Reservation of Rights: The City of Portsmouth reserves the right to reject any or all bids to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

Bid Proposal Form

The undersigned submits the following price proposal to provide valet parking services from the Loading Zone located at 84-86 Pleasant Street. Vendor submitting the highest price proposal for the space will be offered the opportunity to enter into a license agreement with the City in a form substantially similar to that attached to the proposal package. Failure to reach satisfactory agreement with the City as to the terms of the license within 10 days of notification may result in the City proceeding to the next highest price proposal. Vendor shall specify amount in both words and figures. If there is a discrepancy between prices written in words and those written in figures, the prices written in words shall govern. **Minimum price proposal is \$500.**

84-86 Pleasant Street \$ _____ \$ _____
Loading Zone Bid amount in words Bid amount in figures

Submitted by: _____
Print Name

Signature _____

Company Name (if applicable) _____

Address: _____

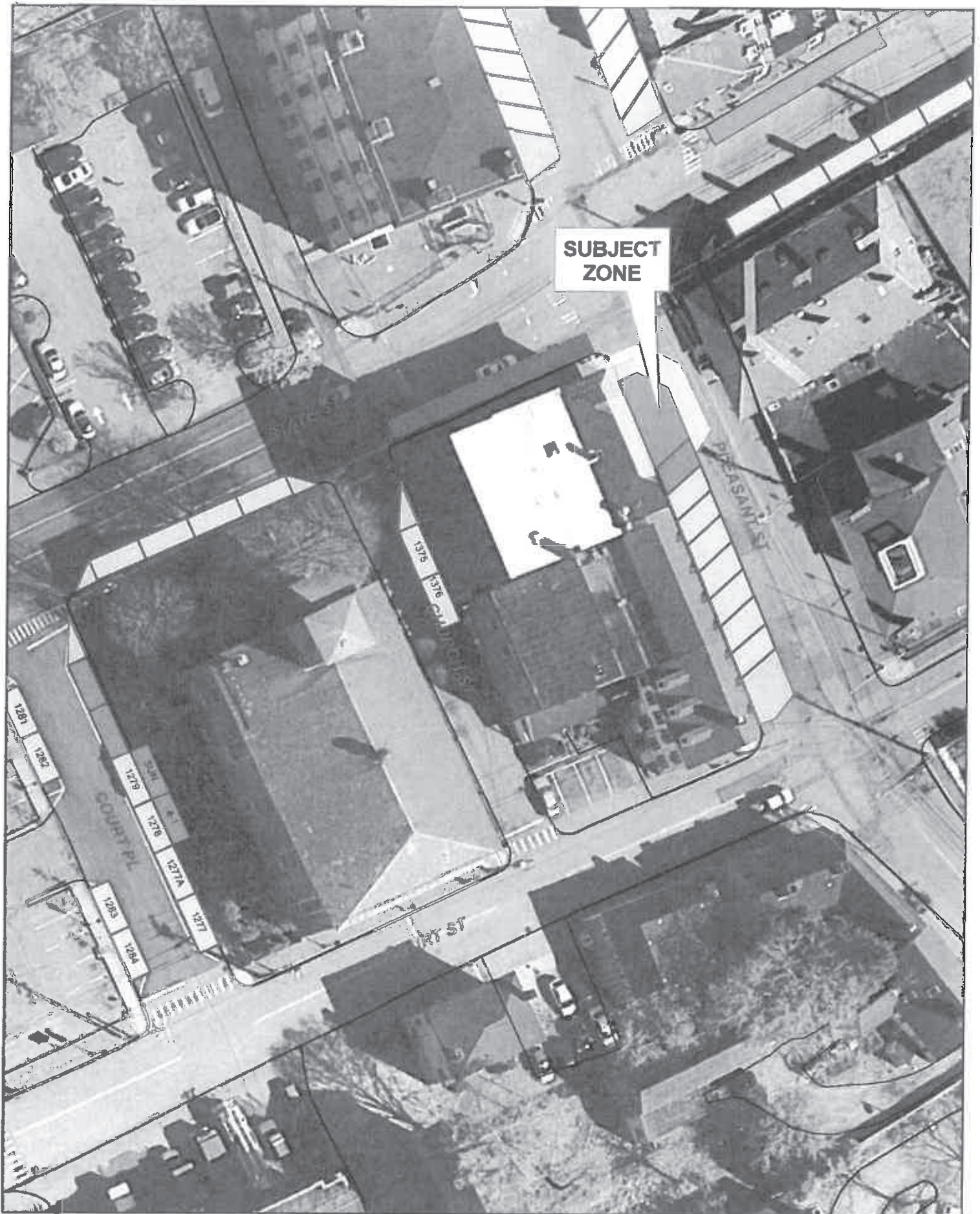
City/State/Zip: _____

Telephone: _____

Fax Number: _____

Email
Address: _____

Corrections on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.



SUBJECT ZONE

City of Portsmouth
Pleasant Street Loading Zone

EXHIBIT B**LICENSE AGREEMENT
FOR THE ONE HUNDRED CLUB**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this non-exclusive, revocable license to The One Hundred Club with a principal place of business at 100 Market Street, Portsmouth, NH 03801 (hereinafter "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use the loading zone on Hanover Street as shown on the attached Exhibit 1.
2. **Use:** Licensee may make use of the Licensed Area for the purpose of Licensee's parking valet service activities. Such activities are subject to the following conditions:
 - The hours of operation of the valet service are 5:00 p.m. to 12:00 a.m. Monday through Sunday.
 - No vehicles receiving valet services may be parked in municipal spaces (metered, garage or otherwise).
 - There shall be no stacking of vehicles in adjacent parking spaces.
 - This license is non-exclusive and the loading zone will remain available for commercial loading purposes and for such additional purposes as the City may authorize or license.
 - Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.
3. **Signage:** This License Agreement also authorizes Licensee's use of the existing signage in place on Hanover Street as shown in Exhibit 1.
4. **Term:** This license shall commence upon the execution of this Agreement and terminate on June 30, 2018. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.
5. **Payment Terms:** Licensee will make payment of an annual fee to the City in the amount of \$_____ which represents the cost of the valet parking permit fee. No other payment is required. Payment is due upon the execution of this Agreement and shall be made to the City of Portsmouth and directed to the City Parking Clerk at 1 Junkins Avenue, Portsmouth, NH. Failure to make the required payment when due may result in the termination of this Agreement at the City's option.
6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain Garage Keepers insurance in the amount of \$100,000 per occurrence for the term of this Agreement. Certificates indicating the existence of these insurances shall be maintained on file at all times during the license period with the Parking and Transportation Division of the City of Portsmouth Public Works Department.

8. **Maintenance of Area:** Licensee will maintain the Licensed Area in neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas for its valet service.
9. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any damage to the Licensed Area caused by the Licensee's activities. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance With Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this Agreement on 72 hours written notice provided to Licensee if the public interest requires such termination, in which case all fees paid by Licensee shall be returned on a pro-rata basis. This Agreement may be revoked or suspended immediately without notice by the City for cause, e.g. violation of the terms of this license, in which case, all fees paid by Licensee shall remain the property of the City.

Dated this _____ day of _____, 2017

City of Portsmouth

By: _____
John P. Bohenko
City Manager

Pursuant to vote of the City Council

of _____, 2017.

Dated this _____ day of _____, 2017.

The One Hundred Club

By: _____
Print Name: Dana Wergen
Its Duly Authorized: Managing Director