

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

RFP #41-14
Parking Shuttle

REQUEST FOR PROPOSALS

Sealed proposals, **plainly marked** “City of Portsmouth Parking Shuttle – RFP #41-14” **on the outside of the envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **February 25, 2014 @ 2:00 p.m.**

Scope Summary: The City of Portsmouth is seeking to contract for a seasonal weekend shuttle bus/van service that will transport passengers from remote parking lots to the downtown district.

Proposers may submit questions in writing to Mark Nelson, Director of Parking & Transportation, DPW. mcnelson@cityofportsmouth.com Questions will be taken until 4:30 p.m. February 12, 2014. Questions and answers and any addenda will be posted to the City Purchasing Department website under the project heading. Addenda and updates will NOT be sent directly to vendors.

This proposal package is available at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227. Packets are also available at the Finance/Purchasing Department at 1 Junkins Avenue.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept and/or negotiate the terms of any proposal as may be in the best interest of the City.

INTRODUCTION

The intent of this project is to 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. This service would be provided starting May 2, 2014 and running through August 31, 2014 with option to extend into the fall.

SCOPE OF WORK

The selected firm shall be responsible for providing the buses, drivers, fuel, and bus maintenance for the service. In addition, the selected firm shall be responsible for developing marketing and information materials about the service and shall provide a means of letting passengers know how long until the next bus arrives (e.g. countdown clock). The City will provide a bus shelter for the 200 Chase Drive location. The shuttle service provider will maintain data on ridership, but will not be required to collect fares as the shuttle will be free to passengers.

SUBMITTAL REQUIREMENTS

Each applicant shall submit two (2) copies of its proposal. Proposals shall include:

- Transmittal letter - Introduce the company, provide contact information, and identify the person who will be in charge of the shuttle operation.
- Shuttle Service Proposal - Summarize the firm's proposal. Proposal should identify operation and marketing plan, and the equipment to be used.
- Price Proposal Form – Submit the completed Price Proposal Form.
- References - Provide the name, title, locations and phone number of three persons who can substantiate the firm's referenced experiences.
- Additional Information – Include such additional information as may be helpful for the City to evaluate the proposal including but not limited to insurance requirements consistent with page 9.

Delivery of Proposals - When sent by mail, the sealed proposal shall be addressed to the owner at Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801. All proposals shall be filed prior to February 25, 2014 @ 2:00 p.m. Proposals received after the time for opening of the proposals will be returned to the firm, unopened. Faxed proposals are not acceptable.

SELECTION CRITERIA AND CONTRACT

The City will review and evaluate the written responses to this Request for Proposals. The City reserves the right to interview and request additional information from proposers. The evaluation of the proposal will be based on the following criteria:

- Adequacy of plan for shuttle operation;
- Price;
- Experience and referrals; and
- Such other criteria as is in the best interest of the City.

Using the criteria, the City will identify the highest ranking firm and attempt to negotiate a contract with that company. A sample form of the contract is attached. If negotiations are not successful, the City may proceed to enter into negotiations with the next highest ranked firm for services.

RESERVATION OF RIGHTS

The City of Portsmouth reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate the firm's qualifications, to accept any proposal that may be deemed in the best interest of the City and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

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

The City, at its discretion, may select a Proposer outright or select a finalist(s) for in-person and/or telephone interviews.

PARKING SHUTTLE SPECIFICATIONS

- I. The maximum wait time between shuttle buses shall be 10 minutes. The distance from the remote parking lot to the municipal garage at 34 Hanover Street is approximately one mile.

- II. Shuttle must operate during the period 5/2/14 to 8/31/14 during the following hours:
 - Fridays from 4 PM to 1 AM
 - Saturdays from noon to 1 AM
 - Sundays from noon to 1 AM

Start and end times are approximate and may be changed by agreement of both parties.

The City reserves the right to negotiate with the vendor an expansion of the shuttle service to other days of the week, the addition of more stops, or shorter wait times between shuttles, should these options appear favorable to both parties.

- III. Furnished Equipment:
 - 15-25 passenger ADA-compliant bus/van
 - System to inform waiting passengers on arrival time of next shuttle, and Proposer will be responsible for cleanup of any installation of any information system

- IV. The bus operators must have a commercial driver's license issued by the State of New Hampshire.

- V. All skilled tradesmen, e.g., drivers, electricians, etc., working on this project are to have the appropriate, current state-issued licenses for their trades.

PRICE PROPOSAL FORM

Total Proposal for service: \$ _____
Amount in Figures

\$ _____
Amount in Words

Identify any additional services/costs, if any: \$ _____

Is the service/equipment proposed as specified? Yes/No _____

If no, and the firm is proposing an “as equal” alternative for consideration, include information on the product and/or identify in which aspect the service proposed does not meet specifications.

Contract award contingent upon available funding.

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

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

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

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

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

A G R E E M E N T

This AGREEMENT is entered into this ____ day of _____, 2014, by and between the City of Portsmouth, NH, (hereinafter referred to as Owner) and _____ (hereinafter referred to as Contractor), with a principal place of a business located at _____.

1. Scope of Services - Contractor shall carry out the scope of work as outlined in Owner's RFP 41-14 and as described in Contractor's proposal dated _____, 2014 attached hereto as Exhibit 1. Contractor shall provide, at his expense, all labor, materials, equipment and incidentals that may be necessary for the expeditious and proper execution of this project.
2. Payment - Contractor will be paid a monthly sum of \$ _____ upon acceptance of the work and settlement of all claims.
3. Time for Performance - Contractor shall commence operations no later than May 2, 2014 and shall complete operations at the end of August 31, 2014.
4. Coordination and Owner's Representative – The Owner's representative on the project shall be the Director of Public Works or his designee. Contractor shall coordinate operations with the Owner to ensure that there is no/limited disruption to the operation of City streets.
5. Indemnification and Proof of Insurance - The Contractor agrees to hold the Owner 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 in the certificate of liability insurance attached, 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. Conflict of Interest - Contractor warrants by execution of this Agreement that no officer, employee or 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.
8. Compliance - 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.

IN WITNESS WHEREOF, each of the Owner 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: _____

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

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.
- D) Builder's Risk as may be applicable.