

**TOWN OF KURE BEACH, NC
REQUEST FOR PROPOSALS**

PARKING MANAGEMENT SERVICES



REQUEST FOR PROPOSALS TO:

Town of Kure Beach
Attn: Town Clerk
117 Settlers Lane
Kure Beach, NC 28449

The Town of Kure Beach, NC (the “TOWN”) invites qualified firms to submit proposals to provide:

PARKING MANAGEMENT SERVICES

The TOWN intends to review proposals to provide services necessary for a profitable parking management plan described herein.

The TOWN will receive sealed proposals until 5:00 p.m., October 30, 2020, at Town Hall, which is located at 117 Settlers Lane, Kure Beach, NC.

The TOWN’s contact information for this Request for Proposal (RFP):

All provider questions should be submitted by email to

PARKINGRFP@TOWNOFKUREBEACH.ORG

117 Settlers Lane

Kure Beach, NC 28449

Telephone: 910-458-8216

Fax: 910-458-7421

RFP documents may be obtained via the internet at the TOWN’S website at www.townofkurebeach.org.

The TOWN reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the TOWN as non-responsive or irregular. The TOWN reserves the right to reject any proposal for any reason, including, but without limitation, if the MANAGEMENT FIRM fails to submit any required documentation, if the MANAGEMENT FIRM is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a complete proposal.

Table of Contents

Part I Statement of Work

A	Objective	1
B	General Information about Parking in Town	1
C	Scope of Work	2
D	Insurance and Licenses	7

Part II General Information

A	Definitions	8
B	Invitation to Propose; Purpose	8
C	Contract Awards	8
D	Proposal Costs	8
E	Inquiries	9
F	Delays	9
G	Proposal Submission	9
H	Proposal Format	9
I	Proposal – Procedural Information	11
J	Public Records	11
K	Irregularities; Rejection of Proposals	11
L	Evaluation Method and Criteria	11
M	Representations and Warranties	12
N	TOWN Contract	12
O	Cloud Computing Security	13

Exhibits

Forms Page

RFP Form A. Qualifications Statement	16
RFP Form B. Reference Form	19
RFP Form C, Price Proposal Form	20
RFP Form D, Certification	21

PART I - STATEMENT OF WORK

A. *OBJECTIVE*

The TOWN of Kure Beach is comprised of both a mainland portion and an oceanfront beach strand. The TOWN has a population of approximately 2,500. Many houses in Kure Beach are second homes or rental properties. Like other beach communities in the Carolinas, the TOWN's population balloons during the tourist season to approximately 8,000. As could be expected, the TOWN's tourism industry is extremely important to its economic base and it is important to consider the parking needs of the community in the height of the tourist season. The TOWN wishes to explore the viability of paid parking throughout Kure Beach.

The TOWN is seeking proposals from qualified firms of the highest professional integrity, hereinafter referred to as "the **MANAGEMENT FIRM**," to provide all personnel, materials and services necessary to provide Parking Management Services for the TOWN's public parking system and for its related management, personnel and oversight. The TOWN intends to enter into a short-term contract with possible extensions in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

The successful **MANAGEMENT FIRM** shall provide overall management of TOWN parking assets, including but not limited to parking enforcement, equipment maintenance, revenue collection, citation management, complaint resolution, coordination with local businesses on parking matters, the sale of parking passes and event parking planning. In addition, the **MANAGEMENT FIRM** shall provide parking data, analysis, and recommendations on rates, proposed parking spaces and other parking matters. The TOWN expects a minimalized hardware solution with preference for cloud computing software solutions.

B. *GENERAL INFORMATION ABOUT PARKING IN TOWN*

The TOWN must balance the parking needs of property owners with the competing needs of residents, businesses and beach visitors. Sound parking management practices and enforcement are crucial to striking a balance between these interests. The main element of the Parking program are the public parking areas throughout the town, (currently 632 spaces).

TOWN PARKING PROGRAM AND SPECIFICS

The Town of Kure Beach has not previously utilized a paid parking plan. Thus, the parameters for the paid parking program are listed below for proposal compatibility, but are subject to change at the discretion of the Town Council as the potential program is further developed.

If the MANAGEMENT FIRM believes that variance from the parameters indicated in the PERIOD OF PERFORMANCE AND SERVICE AVAILABILITY would significantly benefit the parking plan being proposed, the MANAGEMENT FIRM shall submit both a basic and alternate proposal so that the Town's ability to compare proposals on a like-basis is preserved.

PERIOD OF PERFORMANCE AND SERVICE AVAILABILITY

- a. Parking enforcement under this contract will begin on April 1st and end on September 30th each year.
- b. Parking Enforcement Hours are from 8 a.m. to 6 p.m. All parking in Town spaces is free outside of the aforementioned timeframe.
- c. The Parking Office Hours will be from 10 a.m. to 3 p.m. seven days a week. The Town will provide furnished office space and computer access to the MANAGEMENT FIRM.
- d. Town property owners can receive a parking pass that will allow unlimited free access to paid parking spaces. The cost of the pass shall be nominal.
- e. Standard Parking Rates shall be tiered based on beach proximity. (List below)

TYPES OF PARKING

Rate structures requested:

- Beach Accesses, Atlantic Avenue, Fort Fisher Boulevard, Third Street and all avenues to Third Street will have one rate and long term option
- Fourth through Seventh Street and avenues crossing them will have a reduced rate
- Short term parking of 2 hours on southside of K Avenue, except for marked 30 minute pick-up spaces
- Private lot option to partner with Town
- Locals will park free with Town Decal Program, but must obey time limits
- Sunday parking on 3rd Avenue North and 6th Avenue South is free from 8:00 a.m. to 1:00 p.m. for worship services
- Seeking a lease option on any kiosk requirements for individuals without a smart phone. Desire is to maximize an app solution to minimize equipment

In addition, the MANAGEMENT FIRM will enforce Town parking ordinances where paid parking is implemented.

C. SCOPE OF WORK

A well-designed enforcement effort will enable the TOWN to maximize use of the existing parking supply while accomplishing the following primary objectives:

- a. Promote traffic and pedestrian safety
- b. Encourage compliance with the Town's parking regulations in a fair, professional and friendly manner

- c. Support parking facilities by equitably and consistently enforcing parking regulations
- d. Provide installation and maintenance of parking equipment, including pay stations that accept both cash and credit card payments. (minimize equipment, maximize apps.)
- e. Provide and remain accountable for citation issuance and collection, all revenue collection, and past due collections.
- f. Professional Staffing of all aspects of the Parking Program

The successful MANAGEMENT FIRM shall provide overall management of TOWN paid parking system assets as defined in this RFP, including but not limited to parking enforcement, equipment maintenance, revenue collection, citation management, complaint resolution, coordination on parking matters with local businesses, sale of parking permits, and event parking planning. In addition, the MANAGEMENT FIRM shall provide parking data, analysis, and recommendations on rates, expansion of parking spaces and other parking matters.

GENERAL PARKING SERVICES REQUIRED

- a. Assist and consult with the TOWN as necessary in the design of parking facilities or modification to parking rates and policies.
- b. Work with TOWN businesses, as needed, to assess how well public parking is accommodating their needs; report to TOWN with suggestions for improvement.
- c. Be available to respond to TOWN calls when needed and attend group and or Council meetings when asked by the TOWN.
- d. Install and maintain parking equipment and/or applications
- e. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the TOWN.
- f. Provide operational and customer training for all enforcement personnel. Provide training manual and employee course completion certification as verification.
- g. Handle all customer services associated with the TOWN'S paid parking system.
- h. Provide daily, weekly, monthly and annual reports as required by the TOWN.

1. Parking Enforcement

- a. Manage enforcement of parking in areas defined in this RFP.
- b. The TOWN reserves the right to temporarily adjust the number of parking spaces at its sole discretion.
- c. MANAGEMENT FIRM to provide computer hardware and software that will enable MANAGEMENT FIRM's staff to enter, issue and process parking citations.
- d. Install and maintain parking equipment necessary for paid parking in the areas defined in this RFP.
- e. Maintain Pay Stations (or other equipment) and manage their data or software.
- f. Enforce parking regulations relating to paid parking areas and provide plan for fine structure and for handling appeals process (provide copy with proposal).
- g. Enforcement activities may include electronic ticketing.
- h. Respond to requests from the TOWN to suspend or emphasize enforcement along certain roads or in certain areas. The TOWN also reserves the right to temporarily suspend enforcement along any street, or in any zone according to the needs of the TOWN. The TOWN will make every effort to provide the MANAGEMENT FIRM adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- i. Enforce parking regulations for special events, including festivals, events, weather emergencies, etc.
- j. Ensure adequate staffing to meet the enforcement and maintenance needs of the Town's parking program.

k. Reprogram parking equipment if rates are changed by TOWN.

2. Collections of Money and Accounting (Daily Operations)

- a. Collect and account for all revenues from the installed equipment and software. The collection of pay stations or other proposed equipment money.
- b. Ensure proper accountability and internal control of all money collected, including the deposit of all monies removed from the equipment.
- c. Provide any periodic, financial and operational reports as requested by the TOWN.
- d. Provide samples of current financial and operational reports MANAGEMENT FIRM uses.
- e. MANAGEMENT FIRM to provide cashier staffing and services as needed.
- f. Should any money collected by the MANAGEMENT FIRM be lost, stolen, unaccounted for or otherwise removed from the custody and control of the MANAGEMENT FIRM prior to its deposit in the TOWN's approved bank account, the MANAGEMENT FIRM shall deposit a like sum of money in the Town's bank account within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the MANAGEMENT FIRM, any payments made to the TOWN on account thereof shall, if appropriate, be reimbursed to the MANAGEMENT FIRM. The MANAGEMENT FIRM will be liable for all mismanagement of funds by MANAGEMENT FIRM, its employees or agents.

3. Seeking Recommendations For:

- a. Local Employees
- b. Parking Signage
- c. App vs Meter Solution
- d. Customer Education
- e. Enforcement
- f. Data Security

4. Collections of Money and Accounting (Citations)

- a. The MANAGEMENT FIRM shall be responsible for collecting payments on citations from the public. MANAGEMENT FIRM should make available to the customers a variety of payment options approved by the TOWN, including but not limited to cash or credit card. The MANAGEMENT FIRM will also be responsible for processing payments of parking citations and providing detailed accounting for money collected.
- b. MANAGEMENT FIRM will be responsible for issuance of late notices for overdue payment of citations (specify how many, when) and for providing follow-up collection services.
- c. Automated technology will be used to issue citations and manage records of citations.

5. Office Administration

- a. The MANAGEMENT FIRM shall be responsible for purchasing all materials necessary to carry out all operation functions. These include but are not limited to paper tickets, ticket books, envelopes, uniforms, office equipment and supplies, spare parts for maintenance and repair and all necessary equipment.

6. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments as provided by the MANAGEMENT FIRM.
- b. MANAGEMENT FIRM is required to do background checks and drug testing on all employees prior to employment and provide proof of such to the TOWN.
- c. Supervisors and field personnel will maintain contact as appropriate to ensure oversight of paid

parking enforcement activities.

d. The MANAGEMENT FIRM will arrange for bonding of all personnel who handle money at a rate acceptable to the TOWN.

e. All employees of the MANAGEMENT FIRM providing services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.

f. The MANAGEMENT FIRM shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.

g. The MANAGEMENT FIRM is responsible for hiring, training, and supervising its staff members. MANAGEMENT FIRM staff members assigned to the services are employees of the MANAGEMENT FIRM.

h. MANAGEMENT FIRM personnel shall at all times assure that its employees shall serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the MANAGEMENT FIRM.

i. MANAGEMENT FIRM shall provide The TOWN with a plan for staffing requirements (season/off-season).

j. The MANAGEMENT FIRM shall respond to any public complaint within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the MANAGEMENT FIRM was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the MANAGEMENT FIRM will submit a written report to the Town Clerk within three (3) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

7. Training and Customer Service

a. Provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.

b. Provide training in general information and directions to all personnel so they may assist visitors to the TOWN.

c. Respond to public inquiries about the Parking Enforcement Services, ticketing and enforcement, or any other citizen concern in accordance with the TOWN's customer service principles.

d. Assist the TOWN in its efforts to inform the public about the Parking Program, Rules, and Regulations.

e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. Keep an accurate record of appeals and their resolution. All such records shall be retained during the term of this Agreement and made available to the Town Clerk.

f. Provide customer service training in accordance with industry best practices.

8. Installation and Maintenance

a. Pay Stations or other proposed equipment are each required to be maintained in good working condition. This is defined as repairing/replacing any defective equipment within 24 hours of a report of failure and ensuring that equipment is functioning properly no less than 90% of the time.

b. All MANAGEMENT FIRM employees will be required to immediately report any damaged, missing or malfunctioning equipment or facilities to the appropriate supervisor.

c. Implement and follow a regular preventive maintenance schedule for all parking equipment.

d. Keep a meter log of all complaints regarding equipment.

e. MANAGEMENT FIRM will utilize its own equipment to provide installation and maintenance of all equipment necessary to successfully implement this parking program.

f. The MANAGEMENT FIRM will be liable for any lost, stolen, vandalized, unaccounted for or damaged equipment that is the property of the TOWN unless it is considered no fault of the

MANAGEMENT FIRM.

9. Safety

The MANAGEMENT FIRM shall take adequate steps to ensure the safety and security of all personnel and property. The MANAGEMENT FIRM shall provide training and employ all responsible safety precautions and devices in connection with providing the Services.

10. Special Events

If a special event is scheduled, the MANAGEMENT FIRM may be required to make rate changes, as well as, special event programming. These events include, but are not limited to festivals, holiday events, weather emergencies, etc.

11. Miscellaneous Items

- a. The MANAGEMENT FIRM will change procedures as is necessary to conform to revisions in the TOWN's ordinances, parking regulations, policies and initiatives.
- b. MANAGEMENT FIRM shall review Town Ordinances and provide the TOWN with recommendations/feedback regarding any ordinances that may or do create a negative impact to the parking program.
- c. Provide plan for public education regarding implementation of paid parking system.

12. TOWN'S Flexibility

- a. The TOWN may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- b. The TOWN retains the right to define the hours of enforcement.

13. Reimbursable Operating Expenses

The TOWN will reimburse the MANAGEMENT FIRM for all approved expenses as determined by the TOWN. The MANAGEMENT FIRM will be expected to submit a monthly expense report and include acceptable documentation for expenses. The TOWN agrees to reimburse actual expenses with no surcharges.

To this end, the MANAGEMENT FIRM is to include in its proposal the following costs:

- a. The full hourly rate for enforcement personnel and the number of hours proposed per month and a shown on the attachment.
- b. The full hourly rate and number of hours per month for collection services for all pay stations.
- c. The full hourly rate and the number of hours per month to maintain equipment and parking facilities.
- d. All other expenditures as outlined in this document.

14. Annual Budget Process

By the last day of February of each year, the MANAGEMENT FIRM shall submit to the TOWN's Finance Director/Budget Officer, a detailed budget outlining all anticipated expenditures and revenues for the following fiscal year. For budget preparation and reporting purposes, the MANAGEMENT FIRM shall follow the TOWN's fiscal year, which starts July 1 and ends June 30.

15. Cost of Service

MANAGEMENT FIRMS have several optional ways of documenting compensation proposals, as is indicated below.

- a. Management Services Fee: Under this proposal, the MANAGEMENT FIRM would propose

an all-inclusive flat fee for all services provided.

- b. Management Services Fee plus Reimbursements: Under this proposal, the MANAGEMENT FIRM would propose a base fee for management services and document the MANAGEMENT FIRM's direct operating expenditures that would be 100% reimbursed.
- c. Other Fee Structure: MANAGEMENT FIRM can structure the contract using another proposed structure if it better describes the MANAGEMENT FIRM's plan; however, equipment and other costs to the Town must be delineated.
- d. The Town reserves the right to decide which cost of service structure is most beneficial to the Town.

16. Technical Requirements

The MANAGEMENT FIRM should have at least 5 years of experience in parking management services to include:

- a. Citation management
- b. Collections across state lines
- c. Pay Station and Equipment collection
- d. Pay Station and Equipment maintenance
- e. Parking Enforcement and Appeals procedures
- f. Municipal parking management and operations is preferred
- g. App based parking solutions

D. INSURANCE AND LICENSES

The successful MANAGEMENT FIRM shall maintain in full force and effect throughout the contract:
(a) insurance coverage reflecting the minimum amounts and conditions required by the TOWN, and
(b) any required licenses.

- a. Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent MANAGEMENT FIRMS coverage.
- b. Workers' Compensation Insurance - Statutory.
- c. Comprehensive Automobile Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.
- d. Professional Liability and Bonding – Please indicate if you carry Professional Liability Insurance and, if so, in what amount. All employees that handle money must be bonded to the satisfaction of the Town.

END OF PART I

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

MANAGEMENT FIRM shall mean the MANAGEMENT FIRM, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

TOWN shall mean the TOWN of Kure Beach, TOWN Council or TOWN Clerk, TOWN Finance Director, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Craig Bloszinsky, Mayor or Joseph Whitley, Commissioner

117 Settlers Ln.

Kure Beach, NC 28449

Fax: 910-458-7421

Email: c.bloszinsky@townofkurebeach.org or j.whitley@townofkurebeach.org

B. INVITATION TO PROPOSE; PURPOSE

The TOWN solicits proposals from responsible MANAGEMENT FIRMS to perform work for or provide goods and/or services to the TOWN as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The TOWN Council anticipates entering into a contract with the MANAGEMENT FIRM who submits the proposal judged by the TOWN to be most advantageous. If the TOWN selects a Proposal, the TOWN will provide notice of the award.

The MANAGEMENT FIRM understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the MANAGEMENT FIRM. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the TOWN Attorney and has been executed by both the TOWN (with Council approval, if applicable) and the successful MANAGEMENT FIRM.

The TOWN reserves the right to reject all proposals or to forgo a decision to initiate a paid parking program if the TOWN Council, in its sole discretion, decides that it is in the best interest of the TOWN to do so.

D. PROPOSAL COSTS

Neither the TOWN nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. MANAGEMENT FIRMS should prepare their proposals simply and economically, providing a straightforward and concise description of the MANAGEMENT FIRM's ability to meet the requirements of the RFP.

E. INQUIRIES

The TOWN will not respond to oral inquiries. MANAGEMENT FIRMS may mail, electronic

mail or fax written inquiries for interpretation of this RFP to the attention of the MAYOR OR COMMISSIONER. Please mark the correspondence “Parking Management Services RFP - Kure Beach”.

The TOWN will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will email, mail or fax written addenda to any potential MANAGEMENT FIRM who has provided their contact information to the Town Clerk. Although the TOWN will make an attempt to notify each prospective MANAGEMENT FIRM of the addendum, it is the sole responsibility of a MANAGEMENT FIRM to remain informed as to any changes to the RFP.

F. DELAYS

The TOWN may postpone scheduled due dates in its sole discretion. The TOWN will attempt to notify all registered MANAGEMENT FIRMS of all changes in scheduled due dates by written addenda.

G. PROPOSAL SUBMISSION

MANAGEMENT FIRMS shall submit one (1) original and five (5) copies of the proposal together with an electronic copy of the proposal in PDF format in a sealed, opaque package.

Please include an email address on the cover of your proposal. The package shall be clearly marked on the outside as follows:

To: TOWN OF KURE BEACH, NC

Attn: Town Council

Project: Parking Management Services

Submitted by: _____

Address: _____

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the MANAGEMENT FIRM unopened.

H. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. All information submitted by the MANAGEMENT FIRM shall be printed, typewritten or competed in blue ink. Proposals shall be signed in blue ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should

be provided as an appendix to the proposal.

MANAGEMENT FIRMS shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the MANAGEMENT FIRM's understanding of the scope of work and make a positive commitment to provide its services on behalf of the TOWN. The letter must name all of the persons authorized to make representations for or on behalf of the MANAGEMENT FIRM, and must include their titles, addresses, and telephone numbers and email addresses. An official authorized to negotiate and execute a contract on behalf of the MANAGEMENT FIRM must sign the letter of transmittal.

2. Title Page

The title page shall show the name of MANAGEMENT FIRM's agency/firm, address, telephone number, and name of contact person, email address, date, and the RFP Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Section 1 - Organization Profile and Documentation

This section of the proposal must describe the MANAGEMENT FIRM, including the size, range of activities, and experience providing similar services.

Each MANAGEMENT FIRM shall include in Section 1:

- Completed RFP
- Documentation indicating that it is authorized to do business in the State of North Carolina and, if a corporation, is incorporated under the laws of one of the States of the United States.

5. Section 2 – Compensation / Budget

The proposal shall document the proposed fees

6. Section 3 – Experience

Include a description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.

Include resumes and professional qualifications of all primary individuals and identify the person(s) who will be the TOWN's primary contact and provide the person(s') background, training, experience, qualifications and authority.

The MANAGEMENT FIRM shall describe its expertise in and experience with providing services to municipalities similar to those required by this RFP.

7. Section 4 - Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the MANAGEMENT FIRM and detail the approach, activities and work products to be provided. Specifically, the TOWN requests the following be detailed in the response:

- a. Provide samples of weekly and monthly reports the MANAGEMENT FIRM

currently uses or proposes to use.

- b. Provide specifics on enforcement technology and process.
- c. Provide specifics on MANAGEMENT FIRM's citation collections technology and process (including the fine structure and appeals process).
- d. The MANAGEMENT FIRM shall describe what cash controls will be in place.

8. Section 5 - Additional Information

Any additional information that the MANAGEMENT FIRM considers pertinent for consideration should be included in this section.

I. PROPOSAL – Procedural Information

1. Interviews:

The TOWN reserves the right to conduct personal interviews or require presentations prior to selection. The TOWN is not responsible for any expenses which MANAGEMENT FIRMS may incur in connection with a presentation to the TOWN or related in any way to this RFP.

2. Request for Additional Information:

The MANAGEMENT FIRM shall furnish such additional information as the TOWN may reasonably require.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred (100) calendar days following opening. TOWN may desire to accept a proposal after this time. In such case, MANAGEMENT FIRM may choose whether or not to continue to honor the proposal terms.

J. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with North Carolina Law. The contract will include a provision wherein the MANAGEMENT FIRM releases and agrees to defend, indemnify, and hold harmless the TOWN and the TOWN's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the TOWN's treatment of records as public records.

K. IRREGULARITIES; REJECTION OF PROPOSALS

The TOWN reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the TOWN as non-responsive or irregular. The TOWN reserves the right to reject any proposal for any reason, including, but without limitation, if the MANAGEMENT FIRM fails to submit any required documentation, if the MANAGEMENT FIRM is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

L. EVALUATION METHOD AND CRITERIA

1. General

The TOWN Council shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The TOWN reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each MANAGEMENT FIRM, including

shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and MANAGEMENT FIRMS. The TOWN's decisions will be final.

2. Selection

The Town Council will conduct the selection process. The Town Council, or designee, will review all proposals received and establish a list of selected MANAGEMENT FIRMS deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Council may request oral presentation from the MANAGEMENT FIRMS. MANAGEMENT FIRMS are advised that the TOWN reserves the right to conduct negotiations with the most qualified MANAGEMENT FIRM, but may not do so. Therefore, each MANAGEMENT FIRM should endeavor to submit its best proposal initially.

M. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, MANAGEMENT FIRM warrants and represents that:

1. MANAGEMENT FIRM has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal and is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal. If applicable, MANAGEMENT FIRM has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by MANAGEMENT FIRM, including safety precautions and programs incident thereto.
2. MANAGEMENT FIRM has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that MANAGEMENT FIRM has discovered in this RFP and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to MANAGEMENT FIRM.
3. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in the RFP or contract.

N. TOWN Contract

The selected MANAGEMENT FIRM is expected to execute the TOWN's standard professional services contract or one provided by the MANAGEMENT FIRM, in the form approved by the TOWN Attorney.

The following provisions shall be included in the contract for services:

1. MANAGEMENT FIRM shall give some consideration for employment to current TOWN residents if they meet the requirements and employment standards of the MANAGEMENT FIRM.

O. Cloud Computing Security Requirements

1. **Identity management**

Provider must have its own identity management system to control access to information and computing resources. Please provide details of these controls.

2. Physical and personnel security

Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted but that access is documented. Please provide details of these controls.

3. Application security

Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.

4. Security Certifications

Provide list of security certifications you hold along with a copy of each. Providers should hold ISO 27001 for security controls or SAS 70 Type II audits for physical security.

5. Architecture and Software Isolation

The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Much of this functionality and its supporting software don't typically exist within IT infrastructures.

A. By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, it is important for the provider to detail how he will protect the Town's data from this. Please provide details of these controls.

B. Another area for concern is how the provider handles software isolation. This is how data is set-up and shared across databases and common application platforms, particularly in multi-tenant applications. *All public sector cloud data must be isolated from shared systems, databases and applications.* Please provide details of these controls.

6. Data Storage & Protection

A. *All public sector cloud data must reside in the continental U.S.*

B. Provide all locations of where the Town's data will be stored (geographical locations) to include hot sites in case the system failure.

C. List the type of encryption used to secure the data

D. Detail how the data is protected against leaks

E. Provide a list of vendor employees and third parties that can access the Town's data

F. Provide a copy of the procedure for regulating access to the data

G. Provide a list of formats that the data can be stored and converted

H. Provide Data backup schedules

I. Provide the method by which the Town's data will be sanitized from your storage when the contract is terminated, to include backup copies

J. Provide a copy of the vendor's disaster recovery plan

K. Provide the process used to vet technicians

7. Data Availability

Provider must assure the Town that they will have regular and predictable access to their data and applications. The vendor will have a method of providing continued operations for the Town if the vendor's operations are suddenly shut down. Additionally, the provider must have a method to return all data to the Town if the provider goes out of business or is shut down. Please provide details of these controls.

8. Business continuity and data recovery

Provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency and that any data loss will be recovered. These plans must be provided to the Town.

9. Incident Response

A. Provide a copy of your incident response plan.

B. Provider must detail any circumstance that might cause our data to be inaccessible such as a subpoena, litigation, or e-discovery for another customer's data or services.

10. Compliance & Privacy

A. All public sector cloud data must reside in the continental U.S.

B. Numerous regulations pertain to the storage and use of data, including federal laws and regulations such as FISMA, the National Archives and Records Management Act (NARMA), North Carolina Records Retention and Disposition Schedule, Payment Card Industry Data Security Standard (PCI DSS), the Health Insurance Portability and Accountability Act (HIPAA), and the Sarbanes-Oxley Act, among others. Many of these regulations require regular reporting and audit trails. Cloud providers must enable their customers to comply appropriately with these regulations. Please provide details of these controls.

C. Provider must ensure that all critical data (credit card numbers, for example) are masked and that only authorized users have access to data in its entirety. Moreover, digital identities and credentials must be protected as should any data that the provider collects or produces about customer activity in the cloud. Please provide details of these controls. D. Town data will not be used for vendor advertising or other promotional purposes. Town data will not be sold to third parties. Please provide details of these controls. E. Provider has the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be discoverable in accordance with state and federal laws. Please provide details of these controls.

F. Provider must comply with North Carolina statutes when dealing with legal issues, such as

Contracts and E-Discovery, which may vary by state. Providers must also comply with the North Carolina Municipal Records Retention and Disposition Schedule.

- G. In addition to producing logs and audit trails, provider must work with the Town to ensure that these logs and audit trails are properly secured, maintained for as long as the Town requires, and are accessible for the purposes of forensic investigation (e.g., e-Discovery). Please provide details of these controls.
- H. Because so much of what's behind the cloud is hidden, the Town may need to conduct an audit or review past performance and certifications to gain a degree of trust as to what is going on within the infrastructure where our data will reside. It is critical that the provider allow for external audits. Many cloud providers do not allow customers to enter their data centers. In that case, it is important that they have provisions to allow external auditors to access the facilities. Please provide details of these controls.

End of Part II

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RFP FORM A - QUALIFICATIONS STATEMENT
AND OTHER BID SPECIFICS

Note: This form is available in PDF format on the TOWN's web site or in Word format from the Finance Director upon request.

MANAGEMENT FIRM: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The MANAGEMENT FIRM guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - The correct and full legal name of the MANAGEMENT FIRM is:
 - The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your Company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Number of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. How many years has your organization been in business?
Does your organization have a specialty?
9. List the last three project of this nature that the firm has completed. Please provide project description, reference and cost of work completed.
10. Have you ever failed to complete any work awarded to you? Where and why?
11. Provide detailed operation experience with pay stations to include the number of pay stations the MANAGEMENT FIRM has purchased and installed over the last 5 years, as well as, the number of pay stations the MANAGEMENT FIRM currently provides services for collection and maintenance.
12. Provide detailed monthly cost the MANAGEMENT FIRM will charge the

TOWN for the following services (or similar compatible service) with the discounts that the MANAGEMENT FIRM may receive from pay station vendors that will be passed along to the TOWN.

- Enterprise Management Software
 - Connectivity / Utility requirements for connectivity
 - Purchase or lease price of a new pay station and any discounts
 - Percentage discount on any replacement parts needed to service machines
13. Detail any recommended capital equipment purchases and the benefits that may be of interest to the Town.
 14. Detail any web-based platforms the MANAGEMENT FIRM recommends that will provide additional service to parking patrons.
 15. Detail your “pay by cell” experience and your recommendation for a system for use in the TOWN. Detail the costs that you will pass along to the Town and to the end user.
 16. If applicable, detail and explain the vendor you recommend for a competitive parking enforcement and citation management platform. Detail the monthly and annual cost for the program. Will costs for this platform be incurred by the Town in the months where no enforcement takes place?
 17. Detail and explain any form of online citation payment platform that the MANAGEMENT FIRM can provide for the payment of citations online with real- time credit card processing. What is the monthly cost? What is the annual cost? Will there be a cost for this service during months on no enforcement activity? Will there be a cost to the end user?
 18. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Sub-Consultant FIRM Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

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RFP Form B - REFERENCES

MANAGEMENT FIRM: _____

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The MANAGEMENT FIRM guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact: _____
Telephone Number: _____ Fax Number: _____ Email: _____

2. Name of Contact _____
Title of Contact: _____
Telephone Number: _____ Fax Number: _____ Email: _____

3. Name of Contact _____
Title of Contact: _____
Telephone Number: _____ Fax Number: _____ Email: _____

4. Name of Contact _____
Title of Contact: _____
Telephone Number: _____ Fax Number: _____ Email: _____

RFP Form C - PRICE PROPOSAL

FORM C

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of MANAGEMENT FIRM: _____

Name of authorized representative of MANAGEMENT FIRM: _____

Project Cost:

MANAGEMENT FIRMS have the following options of documenting their compensation proposals:

- a. Management Services Fee: Under this proposal, the MANAGEMENT FIRM would propose an all-inclusive flat fee for all services provided. Please provide a detailed budget on another page.
- b. Management Services Fee plus Reimbursements: Under this proposal, the MANAGEMENT FIRM would propose a base fee for management services and document the MANAGEMENT FIRM's direct operating expenditures that would be 100% reimbursed. Please provide a detailed budget on another page.
- c. Other Fee Structure: MANAGEMENT FIRM can structure the contract using another proposed structure if it better describes the MANAGEMENT FIRM's plan; however, equipment and other costs to the Town must be delineated.
- d. The Town reserves the right to decide which cost of service structure is most beneficial to the Town.

RFP FORM D - MANAGEMENT
FIRM'S
CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Note: This form is available in WORD format from the TOWN upon request.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of MANAGEMENT FIRM: _____

I have carefully examined the Request for Proposal referenced above (“RFP”) and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 100 days in order to allow the TOWN adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or MANAGEMENT FIRM hereby authorizes the TOWN of Kure Beach, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the TOWN or any other MANAGEMENT FIRM is interested in said proposal; and that the undersigned executed this MANAGEMENT FIRM's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the TOWN’s standard professional services contract or one provided by the MANAGEMENT FIRM, in the form approved by the TOWN Attorney.

Name of Business _____

By:

Signature _____

Printed Name and Title _____

Mailing Address:

Phone Number _____

State of _____; County of _____

Sworn and subscribed before me this _____ day of _____, 20__.

Notary Public:

Signature _____

Printed Name _____

My Commission Expires: _____



Town of Kure Beach, NC

**REQUEST FOR PROPOSALS PARKING
MANAGEMENT SERVICES**

The Town of Kure Beach is requesting proposals from companies to manage the following:

Management, Operation and Enforcement of parking activities in the Town of Kure Beach.

Interested MANAGEMENT FIRMS must submit proposals by 5:00 p.m. on October 30, 2020. A complete bid package can be reviewed online at www.townofkurebeach.org or can be received by calling the Kure Beach Finance Director at (910) 458-8216.