

REQUEST FOR PROPOSALS MARCH xx, 2025

DOWNTOWN PARKING STUDY

The Town of Castle Rock, Colorado, is requesting proposals from qualified vendors to conduct a Downtown Parking Study. The study will occur in summer/fall 2025 and will provide information on short- and long-term strategies to more efficiently and effectively meet the area's parking needs, while recognizing constraints like available land and funding, and to better understand the area's parking needs such as where and when needs are or are not being met.

Proposal submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 10MB and emailed to <u>kread@CRgov.com</u>. If electing to submit a hard copy proposal, we require one hard copy and one electronic copy on a jump drive, to be received at the Castle Rock Town Hall, 100 N. Wilcox St., Castle Rock, Colorado, 80104 via ATTN: Kristin Read. All proposals must be received before 5 p.m. MDT (our clock) on March XX, 2025.

All questions should be submitted in writing via email to Kristin Read at <u>kread@CRgov.com</u> no later than 3 p.m. MDT (our clock) on Friday, March xx, 2025. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage hosted by Bidnet.

The Town of Castle Rock reserves the right to reject any and all proposals and to waive any irregularities or informalities. The selected vendor(s) shall be expected to sign the Town's standard services agreement prior to commencing services (see sample attached to this Request for Proposals).

Sincerely,

Kristin Read Assistant Town Manager Town of Castle Rock 100 N. Wilcox St. Castle Rock, CO 80104

I. OVERVIEW & BACKGROUND

A. Overview:

Nestled just south of Colorado's capital city, Castle Rock is a thriving world-class community. With more than 85,000 residents, Castle Rock values its small-Town character, its traditional Downtown core and its regular community events, primarily hosted in the Downtown area. Castle Rock is a full-service municipality, providing police, fire, emergency medical, parks, recreation, roads and water services.

Slated to grow to 120,000 to 140,000 residents, the Town will continue to provide high-quality services while preserving the community's history and heritage. At the same time, the Town will remain physically freestanding from the rest of the metro area. In order to preserve their rich traditions and quality of life, Castle Rock residents effectively manage change. The community works to enhance the Town's self-sufficiency and foster a strong local economy, making Castle Rock an attractive place to work and own or start a business.

Downtown Castle Rock is generally bounded by Interstate 25 on the west, a Union Pacific railroad line on the east, the I-25/Wolfensberger Road intersection on the north and Plum Creek Parkway on the south. Downtown Castle Rock has a mix of land uses and some historic structures, including various retail, restaurant, residential and office uses. Voters in the area in 2008 created a Downtown Development Authority, which is governed by a board of directors appointed by the Castle Rock Town Council, and which has an executive director. The DDA has been active in recent Downtown redevelopment efforts.

Downtown Castle Rock is the seat of government for Douglas County, with offices for Douglas County, Douglas County Libraries, Douglas County Schools and the Town of Castle Rock. There are four structures (including one under construction) in the area that allow public parking.

The last Downtown parking study was conducted in 2016/2017 by Kimley-Horn. Significant Downtown redevelopment and revitalization has occurred since that time, both adding parking and increasing the area's popularity as a destination. Information about parking in Downtown Castle Rock, including our current Downtown Parking Map and a link to the full prior study, is online at https://cRgov.com/DowntownParking.

II. SCOPE OF PROPOSAL

A. Anticipated Schedule

The following represents the Town's target schedule for the RFP. The Town reserves the right to amend the target schedule at any time.

- Question deadline: 3 p.m. MDT (our clock) on March xx, 2025
- Proposal due date: 5 p.m. MDT (our clock) on March xx, 2025
- Finalist interviews: April 2025
- Award of contract: May 2025

B. Scope of Work:

The scope of work and project requirements include, but are not limited to, the following:

- Conduct a count of existing public and private parking spaces in the Downtown area, including general assumptions about parking dimensions, striping and pavement conditions. Assessment shall include compliance with accessibility requirements, a review of bicycle parking facilities and a comparison to similar data within the 2016/2017 parking study and how parking availability has changed since then. Assessment shall include a utilization analysis and identify how utilization will be quantified, such as identifying peak and non-peak parking times and days, and what utilization is during those times and days. Vendor shall also identify how utilization will be quantified such using license plate reading technology or taken picture at periodic times and days.
- Review current needs and projections of future parking needs, including a review of existing land uses, planned developments and possible redevelopment opportunities.
- Determine possible parking-related improvements including, but not limited to:
 - o Improvements for on-street parking
 - Improvements for off-street parking
 - **Re-striping options**
 - Improved signage options
 - Analysis of public vs. private parking responsibility, including requirements for parking with new developments (built parking and/or an in-lieu-of fee)
 - Redevelopment of existing structures that have a change in use should be analyzed
 - A review of the Town's current in-lieu-of fee option should be undertaken and a recommendation generated
 - Potential locations for new parking and new parking facilities
 - Anticipated necessary demand for new parking
- Review of enforcement, fine and related issues for parking
- Evaluate parking policies in relationship to Downtown goals
- Such other parking analysis and issues as further determined are in scope, including interviews with Downtown business patrons and employees to determine where they parked in order to reach their destination and their views on Downtown parking availability

C. General Notes:

The Town may select multiple vendors, or may not proceed with any proposals, based on costs, alignment with Town priorities or other factors that may be determined through this process.

D. Subcontractors

Vendors will be responsible for identifying any subcontractors in their proposal. Please note that the Town will contract solely with the awarded vendor; therefore, subcontractors will be the responsibility of the vendor. Vendor must obtain the prior approval from the Town before allowing a subcontractor to perform any services within the Scope of Work.

E. Proposal Format

Please submit proposals in 8 $1/2 \times 11''$ page size for all sections. Font shall be a minimum of 10 Arial and margins are limited to no less than .5'' for sides and top/bottom. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

F. Laws and Regulations

The vendor agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances.

G. Agreement

The awarded Vendor(s) will be expected to sign the Town's standard services agreement, a sample of which is attached for reference. Please note any specific changes or exceptions to this agreement that you would like the Town to consider. Only specific recommendations included in this submittal will be considered by the Town.

H. Invoicing and Payment

Invoices should be emailed monthly to cjorgensen@CRgov.com with a copy to the project manager. The cost of the work completed shall be paid to the vendor each month following the submittal of a correct invoice by the vendor indicating the project name, Purchase Order number, task description, hours worked, personnel/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, any third-party supporting documentation with the same detail, and a brief progress report.

Payments will be made using the prices listed on the agreed-to price schedule. In the event a service is requested that is not listed on the price schedule, the vendor and the Town will negotiate an appropriate unit price for the service prior to vendor initiating such work. The Town pays invoices on Net 30 terms.

III. PROPOSAL SUBMITTAL

For this section, vendors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what vendors propose to provide and shall be incorporated in the contract award as deemed appropriate by the Town. A proposal that does not include all the information required may be deemed nonresponsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that vendors include each of the Town's questions, with their response immediately following the question.

The Town of Castle Rock shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

A. Cover Letter/Executive Summary

Each bidder shall submit a short cover letter including the name and address of the organization submitting the proposal and the name, address and telephone number of the contact person who will be authorized to make representations for the organization.

B. Vendor Information and Experience

- 1. Describe the vendor's business including background and qualifications. Complete Section VI, Vendor Statement
- 2. Provide brief biographies of individuals who will work on the project, including relevant experience and respective function; the project manager must be identified
- 3. Detail at least three comparable projects performed for governmental or other similar agencies, including contact information for the agency and access to at least one final report prepared
- 4. Discuss vendor capacity to complete the projects
- 5. List any litigation in which the vendor and/or managing principal is named a party

C. Scope of Proposal

- 1. Provide an outline of the services the firm proposes to offer and philosophy of the firm's approach, including approach to public engagement and elected official participation
 - a. The Town will work with the selected firm to develop a stakeholder committee (Downtown Development Authority, property owners, business owners, developers and others) to review and contract on various aspects of the contracted scope of work. Vendors should identify methods and best practices for involving impacted stakeholders in a successful parking study
- 2. Describe the procedures the firm would follow in the technical review of reports prior to the issuance of reports by qualified personnel
- 3. Explain how the firm would use Town personnel to assist during the project, including the responsibilities of Town management and schedules and other reports the Town would be expected to provide. Also, state the length of notice given to Town staff for information requests
- 4. Provide an estimated time schedule for setting up and completing the project, including estimate of time spent on site. The work plan should include:
 - a. Time estimates for each significant segment of the work
 - b. The number and level of staff assigned, including the names and titles of individual staff members, where possible
- 5. Identify what portion of work, if any, may be subcontracted
- 6. Proposed fee and billing structure for services, including a "not-to-exceed" fee for the described scope of work and hourly rates for each level of personnel
- 7. Cost breakout for additional services, should they be required (i.e. travel expenses)
- 8. Any additional information offeror believes distinguishes their firm from others, not

including general information publications, brochures and handouts redundant with other information provided

IV. REVIEW AND ASSESSMENT CRITERIA

A. Evaluation Criteria

Vendors will be evaluated on:

- Format and content of proposal all requested information must be present as listed in Section III, Proposal Submittal
- Firm's qualifications
 - The selected firm will be a firm with considerable experience in small/mid-sized downtown parking needs analysis and short- and long-term planning, particularly in working with entities of comparable size or larger. The firm will have sufficient depth of staff to provide technical expertise in related advisory areas, including engineering and transportation, economic analysis and land use planning
- Adequacy of proposed project approach
- Ability to provide advisory and consulting services
- References from current and past clients of the firm
- Cost of proposed project services

B. Interviews

Following internal evaluation of vendor proposals, the Town intends to interview finalist vendor(s). Any vendor selected for an interview will be provided more information at that time.

V. TERMS AND CONDITIONS

The selected vendor will enter into an agreement with the Town. The contract will be a services contract, and not an employment contract. The Town will not provide any employment benefits, nor shall it be required to provide an office, nor any support services during the course of the contract. The Assistant Town Manager will oversee the contract, and the vendor will work directly with the Assistant Town Manager as project manager.

The Town must be contacted prior to any change of scope in the work to be performed after the original contract is signed, when such changes are expected to result in an increase of cost in excess of quoted fees, prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as an amendment to the service agreement and be accepted by all parties.

Insurance Requirements

Vendor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Vendor shall not be relieved of any liability, claims, demands nor other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

- A. Vendor shall procure and maintain, and shall cause each subcontractor of the contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.
 - 2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall contain a severability of interests provision.
 - 3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of vendor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
 - 4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- B. The policies required above, except Workers' Compensation insurance, Employers' Liability, and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by vendor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The vendor shall be solely responsible for any deductible losses under each of the policies required above.
- C. Certificates of insurance shall be completed by the vendor's insurance agent and attached as an Exhibit to the Agreement as evidence that policies providing the required coverage, conditions and

minimum limits are in full force and effect and shall be subject to review and approval by the Town. Each certificate shall identify the project and shall provide that coverage afforded under the policies shall not be canceled, terminated nor materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- D. Failure on the part of the vendor to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract, upon which the discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by vendor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to vendor from the Town.
- E. The parties understand and agree that the Town is relying on, and does not waive nor intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) nor any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, \$24-10-101, et sect, 10 C.R.S., as from time to time amended, or otherwise available to Town, its officers or its employees.

Indemnification

Vendor expressly agrees to indemnify and hold harmless the Town, or any of its officers or employees, from any and all claims, damages, liability or court awards, including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained, or claimed to have been sustained, by anyone including, but not limited to, any person, firm, partnership or corporation, to the extent caused by the negligent acts, errors or omissions of vendor or any of its employees or agents in performing work pursuant to this agreement. In the event that any such suit or action is brought against the Town, the Town will give notice within 10 days thereof to the vendor.

Confidentiality

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24- 72-201, et seq., C.R.S. Any confidential information in the submitter's proposal shall be identified as such. If any information is considered to be confidential, the submitter shall agree to indemnify the Town for any and all attorney fees that the Town may incur in defending the withholding of such information by signing and returning the letter found in Section VII of this RFP. Should the Town receive a request for the release of any information in the vendor's proposal in accordance with the Open Records Law, the Town will release only that information that has not been identified as confidential, so long as the Letter of Indemnification has been signed and returned by the submitter along with the proposal. Should the submitter choose not to sign and return Letter of Indemnification, all information in the submitter's proposal shall be considered releasable by the Town. Submitter will be notified of any open records requests prior to the release of such information. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

RFP Amendments

The Town reserves the right to amend this Request for Proposals by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments to this RFP will be posted on Rocky Mountain Bidnet and available to all potential respondents. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date of receipt of proposals, an addendum will be issued announcing the new date.

VI.VENDOR STATEMENT

Vendor hereby acknowledges receipt of the Town of Castle Rock Request for Proposal ("RFP") and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

Additionally, vendor hereby makes the following representations to the Town:

a. All of the statements and representations made in this proposal are true to the best of the vendor's knowledge and belief.

b. Vendor commits that it is able to meet the terms provided in this proposal.

c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.

d. Vendor further agrees that the method of award is acceptable.

e. Vendor also agrees to complete the proposed Agreement with the Town of Castle Rock within 30 days of notice of award. If contract is not completed and signed within 30 days, Town reserves the right to cancel and award to the next highest rated firm.

f. Vendor acknowledge receipt of addenda.

Legal Firm Name:	
Physical Address:	
Phone:	
Signature of Authorized Agent:	
Primary Contact for Project:	
	_Email Address:
Phone:	_Cell Phone:

NOTE: VENDOR STATEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL

VII: LETTER OF INDEMNIFICATION FOR WITHOLDING CONFIDENTIAL INFORMATION



LETTER OF INDEMNIFICATION FOR WITHHOLDING CONFIDENTIAL INFORMATION

Re: Request under the Colorado Open Records Act

Request for Proposal Number:

Proposals submitted by vendors in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If, in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability. By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Submitter (Vendor or Business Name)

By: _____ Signature

Name (*please print*)

Title

Date