



# AGENDA ITEM REQUEST FORM

**Municipal Services & Town  
Manager**

**Bud Bentley & Pat Himelberger**

Department Submitting Request

**BUDGET WORKSHOP** June 21, 2011

**FY2011 DESIGNATED HIGH PRIORITY ITEM**  
EFFICIENCY OF GOVERNMENT OPERATIONS

**SUBJECT TITLE: Contracting for Parking Operations & Citation Collection Services**

**EXPLANATION:** The Town has been researching ways to make the parking system operation more effective and efficient while improving Town visitors' parking experience. Our earlier efforts have focused on improved signage, modernizing parking meters, giving the users more pay options, improving the financial health of the parking system, and acquiring and incorporating the former Wings parking lot into the Town's parking system. Three additional areas we have identified for improvement are parking enforcement, parking citation management, and financial controls. We will be reporting on financial control issues and improvements to the Commission next month.

Currently the Town contracts with a subsidiary of Duncan Solutions, Inc. to process parking citations for the Town. Duncan provides the Town with handheld devices to issue citations, which it then processes. Duncan charges the Town \$2.62 for each citation plus a percentage of the delinquent citation revenue collected. The Duncan agreement, signed in 2009, has a three year term but can be cancelled by the Commission upon 7 days notice.

All other parking operations are performed by an in-house staff of four employees; one employee is full time, the rest are part-time. In addition, Assistant Town Manager Bud Bentley spends time on the operations of the Town's parking system.

Earlier this fiscal year, the Town retained the services of Fred Bredemeyer of Consulpark to review many aspects of the Town's parking services. After learning that Wilton Manors contracts with a private firm to handle all of their parking operations, we asked him to give us input on contracting out the operation. In the attached report (**Exhibit 1**), Mr. Bredemeyer indicated the advantages to outsourcing would include improved technical expertise, flexibility, economies of scale, and lower cost of labor. The downside is giving up control. However, through a well-defined contract, we believe the Town could retain the right to adjust the level of parking enforcement as needed and improved customer service that would create a more positive experience for visitors and residents alike.

It is recommended that the Town consider the option of contracting for parking operations and management services. Our research indicates that we are likely to get more competitive proposals if we combine the parking operations with the parking citation contract, as there is little profit for a contractor without the citation collection piece. It is our belief that we can reduce our costs and increase our revenues by contracting the parking operation out. An obvious issue of consideration is the impact on the four employees who current perform our parking functions. We propose to require that the successful proposer offer current Town parking employees preference for employment if they meet the contracting company's job standards and qualifications.



Staff has developed a Scope of Work for a Parking Management Services RFP, which includes the following objectives:

- Promote traffic and pedestrian safety.
- Encourage compliance with the Town's parking regulations in a fair, professional and friendly manner.
- Support the on street parking system by equitably and consistently enforcing parking regulations.
- Maintain parking meters and pay stations.
- Improved collect meter revenue.
- Provide citation issuance and collection services.

The draft Parking Management Services RFP is attached (**Exhibit 2**) – it requires additional work before being released.

If the Commission is in agreement with seeking proposals to manage our parking system, staff's goal would be to finalize the RFP quickly.

**RECOMMENDATION:** Staff recommends the Commission provide policy direction on finalizing the RFP (**Exhibit 2**) for Parking Management Services.

**EXHIBITS:**     **1. Consulpark Outsourcing Memo**  
                  **2. RFP 11-05-01 Parking Management Services**

Reviewed by Town Attorney  
 Yes      No

Town Manager Initials CS



MEMORANDUM

TO: Bud Bentley  
 FROM: Fred Bredemeyer  
 RE: Outsourcing Considerations  
 Date: June 3, 2011

As part of the of scope services of our engagement, ConsulPark has reviewed the possibility of outsourcing additional parking services currently administered by Town employees. There are advantages and disadvantages to outsourcing and there are a variety of options available to the Town if the decision to further outsource is pursued.

**Background**

There are three basic services provided by the Town’s personnel associated with the parking operation: Parking Enforcement, Meter Collections and Meter Maintenance. Another service related to parking currently contracted to Duncan Solutions (Professional Account Management LLC) is citation processing and citation collections. There is some overlap between enforcement and citation processing inasmuch as the Town’s enforcement personnel utilize handheld citation devices provided by the Duncan agreement.

**Town Staffing for Parking Operations**

With more than 500 metered parking spaces, the Town’s parking system runs quite efficiently with minimal staffing. There is one full time and three part time employees dedicated to the parking operation and their schedules are shown below. Additionally, one Public Work’s employee assists with collections as necessary.

	Sun.	Mon.	Tue	Wed	Thu	Fri	Sat	Hours
<b>Parking Supervisor</b>			9 AM - 5:30 PM	9 AM - 5:30 PM	40			
<b>Enforcement Officer #1</b>	8 AM - 4:30 PM		2 PM - 10:30 PM	2 PM - 10:30 PM	4 PM - 10:30 PM			30
<b>Enforcement Officer #2</b>	2 PM - 12:30 AM					2 PM - 12:30 AM	2 PM - 12:30 AM	30
<b>Meter Technician</b>	6:30 AM - 1:30 PM	6:30 AM - 1:30 PM		10 AM - 2:30 PM		6:30 AM - 1:30 PM	6:30 AM - 1:30 PM	30
							Total Hours	130

Based on industry standards, the staffing levels for the Lauderdale by the Sea parking operation are somewhat low considering the number of meters per enforcement officer. An often quoted rule of thumb for enforcement officers is one officer per 250-300 meters to enforce. Therefore, with 533 metered spaces, the Town would theoretically need 2 enforcement officers when all 533 metered spaces are in demand. The following factors reduce the need slightly:

- ⦿ Many (200+) of the metered spaces are in parking lots with many contiguous spaces.
- ⦿ The pay by space application of much of the high demand spaces also enables more efficient enforcement and thereby increases the number of spaces an officer can enforce.
- ⦿ Many of the Town's spaces are "dormant" for portions of the day. For example, many metered spaces in the commercial area of West Commercial Blvd. are not heavily used in the late evenings.

With all of these considerations, only a slight increase in the number of enforcement hours is recommended. The ideal schedule would include enforcement hours on Mondays and additional hours to ensure peak periods receive adequate enforcement. The following enforcement schedule is provided for consideration:

	Sun.	Mon.	Tue	Wed	Thu	Fri	Sat	HOURS
Parking Supervisor		9 AM - 5:30 PM		40				
Enforcement Officer #1			2 PM - 10:30 PM		32			
Enforcement Officer #2	9 AM - 5:30 PM	2 PM - 10:30 PM					9 AM - 5:30 PM	24
Enforcement Officer #3						6 PM - 12:30 PM	6 PM - 12:30 PM	12

This schedule increases the number of enforcement hours by 8 from 100 to 108. This modest increase creates consistent enforcement through the week and adds additional hours during peak periods on the weekend.

Considering the meter technician currently collects revenue from the meters and repairs meters, one meter technician/collector is a stretch for the number of meters in the Town. Depending on the age and condition of the meters, one full time meter technician can service and maintain anywhere from 500 to 750 meters. Today, the Town has approximately 332 single space are in service along with 7 multi-space machines. One,

part time meter technician is sufficient if the meter collection process is handled separately.

### Duncan Solutions Agreement

In November 2009, the Town entered into an agreement with Professional Account Management LLC, a Duncan Solutions Company to receive and process parking citations on the Town's behalf. Duncan is one of the leading companies in enforcement technology and citation processing. Under the agreement, Duncan provides the handheld citation devices and other hardware necessary for the Town's employees to issue citations. Duncan then processes and collects all of the citations for a minimum fee of \$2.62 per citation and up to 40% of collections which are delinquent.

Based on a review of invoices for two months, Duncan's fee average approximately 21% of total collections. For February and March of 2011, Duncan's fees were 25% and 18% of total collections, respectively. The Duncan agreement is for three years with two one year renewal periods and can be terminated upon seven days notice without cause.

<b>Professional Account Management LLC (Duncan Sol.)</b>		
	<b>February</b>	<b>March</b>
<b>Citation Revenue</b>	\$18,509	\$25,677
<b>Management Fees</b>		
Autocite Citations	2,565	2,403
Florida DMV Holds	245	229
Out of State Processing	562	853
AutoCollect Processing	1,224	1,136
Subtotal Management Fees	\$4,596	\$4,621
<b>Fee as % of Revenue</b>	25%	18%

Duncan's specialty, enforcing citation collections, is evident in their management fee structure. Their collection process, incredibly effective across multiple jurisdictions and state lines, is a premium service for which they are receiving a premium fee. Their results in the Town of Lauderdale by the Sea, collection rates that appear to be in the 75-80% range, are in the highest ranges within the industry.

## **Advantages and Disadvantages of Outsourcing**

As with the Duncan's service agreement for citation processing, there are many benefits associated with outsourcing other components of the Town's parking operation. These benefits include the following:

- ① **Technical Know How** - Private service providers focus efforts on their core activities and bring superior systems and processes. These superior processes result in improved customer service and increased efficiencies.
- ① **Flexibility** - Private operators are typically more flexible than municipal governments in terms of operating practices, labor practices, procurement practices, etc. Often, municipalities can benefit from this flexibility when these responsibilities are handed to a private operator.
- ① **Lower Cost of Labor** - Generally, pay rates of private sector employees do not start as high and do not accelerate at the rate that municipal employees' pay rates do. The same usually holds true for employee benefits.
- ① **Economies of Scale** - Private operators can acquire large systems, sophisticated software and employ personnel that can be utilized and paid for from multiple locations. Single municipalities often do not have the same purchasing power.

There are also potential pitfalls to avoid when considering outsourcing. The following disadvantages need adequate consideration:

- ① **Low Moral** - When certain departments within a municipal system are outsourced, the other departments see these changes and often feel threatened. This can lead to low employee morale and personnel issues within other areas.
- ① **Aggressive Operating Tactics** - Defining the operating objectives with revenue considerations can both drive performance and create an incentive for aggressive tactics. Incentives for increased revenue can backfire if not controlled properly.
- ① **Additional Services** - Outsourcing services can reduce costs when the scope of services outsourced is clearly and adequately identified. However, when services are added on after the contract start, they can be more expensive potentially more costly to the municipality.

A successful outsourcing initiative will benefit from the advantages stated above while avoiding as much as possible the disadvantages.

## Outsourcing Options

To further consider outsourcing parking services, the method by which the additional outsourcing is completed must be determined. The following alternatives are obvious considerations:

- ① Formal Bid Process - The most common process used to select a private operator is a formal bid process such as a Request for Proposal, Invitation to Bid, Request for Qualifications, etc. Given the specific parameters required for this potential project and the technical nature of the services, a Request for Proposal (RFP) is likely the best alternative.
- ② Existing Town Contract Expansion - Expanding the scope of services of an existing contract, such as the current contract with Duncan Solutions, is one method to engage additional parking services.

Duncan Solutions is full service company and has the ability and professional experience to provide the services described herein.

- ③ Other Municipal Contract "Piggy Back" – Several local governments, including Wilton Manors, Miami Beach and others, have outsourcing contracts that are possibly eligible for a "piggy back" option. Subject to the Town's legal opinion, this is option can be used to procure services similar to those another municipal government has successfully procured and contracted.

The current agreement with Wilton Manors was reviewed for this report. In February 2010, Wilton Manors contracted with Lanier Parking Systems of Florida after a public procurement process. Their 5 year agreement for parking management services broadly covers parking enforcement, revenue collection and meter maintenance (including installation of new meters).

As a typical management agreement, all related personnel and operating expenses are reimbursed by Wilton Manors and the operator receives a management fee for their services. Their stated fee is 4.95% of all Gross Revenue but with some additional charges that are often included in better negotiated management contracts, their fee is tracking closer to 7% of collections based one month reviewed for this report.

<b>Lanier Parking Systems of Florida (Wilton Manors)</b>	
	<b>Oct. 2010</b>
Meter Revenue	27,973
Violation Revenue	18,390
<b>Total Revenue</b>	<b>46,362</b>
Management Fees	
Incentive Management Fee	2,165
Accounting Fees	465
Consulting Services	500
Accounts Receivable	89
Recruiting	70
Payroll Processing	68
Subtotal Management and Related Fees	3,357
<b>Fee as % of Revenue</b>	<b>7%</b>

For Wilton Manors, Lanier’s services also include a shuttle operation. As typical with most management agreements, Lanier’s exposure is low given that 100% of their expenses including insurances are reimbursed.

The management agreement between Lanier and Wilton Manors is a broadly written document and many performance measures are not clearly specified within the agreement. For example, unlike the Town’s agreement with Citation Management, the citation collection process for Wilton Manors is not detailed in the agreement. While Lanier may be doing all of the sophisticated collection processes that the Town’s operator is doing, they are not contractually obligated to do so.

Similarly, Lanier’s agreement with the Wilton Manors includes meter maintenance in the scope of services. However, no reference is made to minimum performance (90% or better per day) levels as other management agreements typically do. If a piggy-back option requires the Town to accept the Wilton Manor’s contract “as is”, it is not recommended that the Town do so.

- Public-Public Partnership – The City of Fort Lauderdale provides the parking services described herein for their on-street parking program. It is possible that a public-public partnership could be negotiated where the City of Fort Lauderdale provides these services for the Town. Detailed negotiations to create a solid inter-governmental agreement are required to exercise this option.

## Recommendation

Based on the information contained herein, it is recommended that the Town issue a Request for Proposal to determine the actual benefits of outsourcing parking services. As with most RFP processes, this should include the Town's right to reject all proposals and include detailed specifications to ensure a fair comparison of responses is possible.

The following RFP components are presented for consideration:

### ① Agreement Type

- Management Agreement with 100% Reimbursable Direct Operating Exp.
- Detailed Restrictions on Reimbursable and Non-Reimbursable Exp.
- Base Fee Plus Incentive
- Incentive Based on Net Operating Income Preferred
- Consider Reverse Management Agreement with Flat Fee for All Services Plus Incentive

### ② Scope of Services

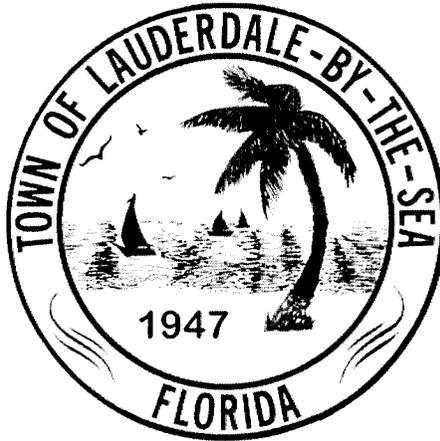
- Overall Parking Operations Management
  - Local Experience and Management Preferred
- Parking Enforcement
  - Local Experience Preferred
  - Provide Necessary Hardware
  - Provide Necessary Software
  - Hours of Enforcement Defined
  - Holidays Defined
- Customer Assistance Services
  - Experience with Ambassador Program Preferred
- Parking Revenue Collection
  - Local Experience and Management Preferred
  - Include Requirement for Strict Cash Controls
  - Use Town's Equipment and Provide Other
  - Collect Single and Multi-Space Meters at least Once Weekly and before 95% Full (no downtime)
- Parking Meter Maintenance
  - Local Experience and Management Preferred
  - Include Up Time Requirement 90%
  - Include 24 Response Time
  - Include Preventive Maintenance
  - Include Paper Replacement (no downtime)
  - Include Meter Repair Log Requirements
  - Use Town's Equipment and Provide Other
- Citations Collections

- National Experience and Scofflaw Collections Across State Lines Preferred
- Include Collection Requirements (1<sup>st</sup> Notice, 2<sup>nd</sup>, etc.)
- Include Scofflaw Requirements and Procedures
- Include Out of State Collection Requirement
- Include DMV Hold Requirement
- Include Electronic Payment Options (web and phone)
- Cashier Staffing and Services (as needed)
  - Local Staff Preferred
- Facility Evaluations, Inspections, and Reviews
  - Local Experience and Management Preferred
- Parking Management Reporting
  - Local Experience and Management Preferred
- Permit Processing
  - Option to Maintain In-House
- ④ Experience Requirements
  - Municipal Experience in Florida
  - Citation Collections Experience Nationally
  - Meter Collection Experience
  - Meter Maintenance Experience
    - Duncan Experience Preferred
  - Enforcement Experience in Florida
- ④ Personnel
  - Include Enforcement Schedule Only
  - Include Cross-Hire Preference for Existing Personnel
  - Include Cross-Hire Exclusion for other Town Personnel
  - Include Employee Training Requirement
  - Include Cross Training Requirement
  - Include Background Testing and Exclusions
  - Include Special Event Staffing Requirement
  - Include Local Management Preference
  - Uniform Requirement Subject to Town Approval
  - The Town Reserve's the Right to Adjust Staffing at its Discretion
  - Persons Writing Citations are Authorized to Do So.
- ④ Submittals
  - Price Proposal Separate from Operating Plan
  - Company Experience
  - References from Similar Projects
  - Detailed Operating Plan and Approach to the Project
    - Capital Expense Plan
    - Staffing Plan and Management Structure

- Employee Screening Programs
  - Employee Training Programs
  - Enforcement Technology
  - Enforcement Process
  - Citation Collections Technology
  - Citation Collections Process
  - Meter Collections System and Controls
  - Meter Maintenance Plan
  - Quality Control Program for Customer Service and Revenue Integrity
  - Reporting Samples
- ⊙ Scoring
- 30% Company Experience and References
  - 30% Operating Plan and Approach to Project
  - 40% Fee
    - Include Cost for all Direct Employees
    - Include Cost for Enforcement Hours as Defined by Town
    - Include Cost for Collection Staff as Recommended by Operator
    - Include Cost for Maintenance Program as Recommended by Operator
    - Include Cost for Citation Processing based on Current Data
    - Include Acknowledgment of Reimbursable and Non-Reimbursable Expenses
    - Include Estimate with Not to Exceed Amount for All Estimated Expenses
    - Include Management Fee
    - Include Incentive Fee

File: ConsulPark Outsourcing Report 6-3-11

**TOWN of Lauderdale-By-The-Sea**



**REQUEST FOR PROPSAL  
No. 11-05-01**

***PARKING MANAGEMENT SERVICES***

**RFP OPENING: \_\_\_\_\_ xx, 2011, xx:xx ?M.**

**TOWN Hall**

**4501 Ocean Drive**

**Lauderdale-By-The-Sea, FL 33308**

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**  
**REQUEST FOR PROPOSALS NO. 11-05-01**

The Town of Lauderdale-By-The-Sea, Florida (the "TOWN") invites qualified firms to submit proposals to provide:

**PARKING MANAGEMENT SERVICES**

The TOWN intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The TOWN will receive sealed proposals until XX:00 a.m. (local), \_\_\_\_\_ XX, 2011, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section G, for information regarding submitting a proposal.

**The TOWN's contact information for this RFP is:**

**TOWN Clerk**  
4501 Ocean Drive  
Lauderdale-by-the-Sea, Florida 33308  
Telephone: 954-776-0576.  
Fax: 954-776-  
Email: JuneW@lauderdalebythesea-fl.gov

RFP documents may be obtained via the Internet at the TOWN's website at [www.lauderdalebythesea-fl.gov](http://www.lauderdalebythesea-fl.gov) and on [www.Demandstar.com](http://www.Demandstar.com). If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

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 PROPOSER fails to submit any required documentation, if the PROPOSER 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.

## PART I - STATEMENT OF WORK

### A. OBJECTIVE

The TOWN is a seaside community with a permanent population of about 6,000 that increases to about 9,000 during the winter season. The TOWN's hospitality industry is extremely important to its economic base. In addition to the tourists who stay in our TOWN, the TOWN's many successful restaurants draw their clientele from residents and visitors throughout Broward County. The TOWN has a reputation for having limited parking and heavy-handed parking enforcement that we wish to overcome through professional and courteous management of our parking system.

Therefore, the TOWN is seeking proposals from qualified firms, hereinafter referred to as "the **PROPOSER**," to provide all personnel, materials and services necessary to provide Parking Management Services for the TOWN's entire public parking system. The TOWN intends to enter into a five year contract with two possible one-year extensions in accordance with the terms, conditions, and specifications contained in this Request for Proposals (**RFP**) 11-06-01.

The successful PROPOSER shall provide overall management of all TOWN parking assets, including but not limited to parking enforcement, meter maintenance, revenue collection, citation management, complaint resolution, coordination on parking matters with local businesses, and event parking planning. In addition, the PROPOSER shall provide parking data, analysis, and recommendations on rates, expansion of parking spaces and other parking matters.

*As an alternative, PROPOSER may propose to only provide management and enforcement services and not citation management. Proposals for only citation management will not be considered.*

### B. GENERAL INFORMATION ABOUT PARKING IN TOWN

The TOWN must balance the parking needs of the community with the competing interests of businesses, restaurants, beach visitors and residents. Sound parking enforcement is important to the health, safety and economic vitality of the TOWN.

The TOWN currently has approximately 546 metered spaces as shown in Appendix A. The Parking system is currently managed in-house by TOWN staff (one working Enforcement

Supervisor, two part-time enforcement officers, one part-time meter technician) and is overseen by the Assistant TOWN Manager.

Parking citations are currently issued by TOWN staff and processed by a subsidiary of Duncan Solutions, Inc,. The Town has the ability to cancel the contract on seven (7) days notice. The TOWN has seven Digital Pay Stations and about 358 single space meters, all of which are collected and processed by TOWN employees. The TOWN has a contract with Pay By Phone and will start that service in the near future.

### 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:

- Promote traffic and pedestrian safety.
- Encourage compliance with the TOWN's parking regulations in a fair, professional and friendly manner.
- Support the on street parking system by equitably and consistently enforcing the parking regulations.
- Provide installation and maintenance of parking meters and pay & park display parking systems.
- Provide for citation issuance and collection, (scofflaw, should the TOWN decide to boot or tow) and meter revenue collection.

The successful PROPOSER shall provide overall management of all TOWN parking assets, including but not limited to parking enforcement, meter maintenance, revenue collection, citation management, complaint resolution, coordination on parking matters with local businesses, and event parking planning. In addition, the PROPOSER shall provide parking data, analysis, and recommendations on rates, expansion of parking spaces and other parking matters.

*As an alternative, PROPOSER may propose to only provide management and enforcement services and not citation management. Proposals for only citation management will not be considered.*

#### **1. General 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 Commission meetings when asked by the TOWN.
- d. Install and maintain parking equipment.

- 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 parking system.
- h. Provide weekly, monthly and annual reports as agreed to by the TOWN.

## **2. Parking Meter and Parking Enforcement**

- a. Manage enforcement of parking in TOWN-owned metered parking spaces.
- b. Install and manage additional TOWN-owned parking meters that may be installed by the TOWN; the TOWN reserves the right to adjust the number of parking meters and spaces at its sole discretion.
- c. PROPOSER to provide computer hardware and software that will enable PROPOSER's staff to enter, issue and process parking citations.
- d. Install and maintain parking meters.
- e. Maintain Pay Stations and manage the user inputted data.
- f. Enforce parking regulations relating to meters and other parking controls within the TOWN. Enforcement activities will include electronic ticketing and may include arranging for towing or immobilization of vehicles.
- g. The TOWN may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- h. The TOWN retains the right to define the hours of enforcement.
- i. Establish designated patrol routes for its enforcement officers. The TOWN prefers the use of low speed electric vehicles (neighborhood electric vehicles) for enforcement.
- j. 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 PROPOSER adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- k. Enforce parking regulations for special events, including festivals, events, weather emergencies, etc.
- l. Ensure adequate staffing to meet the enforcement and maintenance needs of the Town's parking system.
- m. Reprogram parking meters when rates are changed by TOWN.

## **3. Parking Meter Replacement**

The TOWN reserves the right to explore meter replacement options, including financial alternatives that may be in the best interest of the TOWN. The PROPOSER agrees to work with the TOWN to find the best prices for the equipment and lowest financing rate available. Should the TOWN choose to finance the meters through the PROPOSER, the

cost of the equipment will be reimbursed by the TOWN over the term of the agreement in equal monthly installments agreeable to both parties.

**4. Collections of Monies and Accounting (Daily Operations)**

- a. Collect and account for all revenues from the meters installed. The collection of single space meters and pay stations are required to be at least weekly and before the meter is 95% full to ensure no downtime.
- b. Ensure proper accountability and internal control of all monies collected.
- c. Provide any periodic, financial and operational reports as requested by the TOWN.
- d. Provide samples of current financial and operational reports PROPOSER uses.
- e. PROPOSER to provide cashier staffing and services as needed.
- f. Should any monies collected by the PROPOSER be lost, stolen unaccounted for or otherwise removed from the custody and control of the PROPOSER prior to its deposit in the TOWN's approved bank account, the PROPOSER shall deposit in said amount a like sum of money within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the PROPOSER, any payments made to the TOWN on account thereof shall, if appropriate, be reimbursed to the PROPOSER. The PROPOSER will be liable for all mismanagement of funds by PROPOSER, its employees or agents.

**5. Collections of Monies and Accounting (Citations)**

- a. The PROPOSER shall be responsible for collecting payments on citations from the public. PROPOSER should make available to the customers a variety of payment options approved by the TOWN, including but not limited to cash, check or credit card. The PROPOSER will also be responsible for processing payments of parking citations. Provide details of accounting for monies collected.
- b. Issue late notices (specify how many, when) for overdue payment of citations and provide follow-up collection services to include:
  - Out of State Collections
  - DMV Hold Requirement
  - Scofflaw requirements and procedures (should the TOWN choose to tow or boot).
- c. Utilize automated technology to issue citations and manage records of citations. At present, the TOWN uses AutoCite X3, a handheld computer to issue citations, which are then downloaded and processed and collected by Citation Management, a Duncan Solutions company.
- d. The TOWN prefers that the PROPOSER have experience with Scofflaw collections across state lines.

**6. Office Administration**

- a. The PROPOSER 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 of meters and all other necessary equipment. Successful proposer will be provided a list of TOWN owned spare parts for meters and available tools.

- b. All purchases for reimbursement of equipment or supplies must be accompanied by receipts. PROPOSER to maintain records of equipment and supplies and provide accounting for TOWN. All purchases submitted for reimbursable must have followed the TOWN purchasing policy.

## **7. 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 PROPOSER.
- b. PROPOSER 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 radio contact as appropriate to ensure oversight of parking enforcement activities.
- d. The PROPOSER will arrange for bonding of all personnel who handle monies at a rate acceptable to the TOWN.
- e. The PROPOSER will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear TOWN approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag at all times.
- f. All other employees of the PROPOSER providing services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- g. The PROPOSER 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.
- h. The PROPOSER is responsible for hiring, training, and supervising its staff members. PROPOSER staff members assigned to the services are employees of the PROPOSER.
- i. PROPOSER 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 PROPOSER.
- j. The TOWN reserves the right to adjust staffing requirements at its discretion.
- k. The TOWN may request PROPOSER to transfer an employee to another location and PROPOSER shall comply within two weeks.
- l. The PROPOSER 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 PROPOSER was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the PROPOSER will submit a written

report to the Project Manager within seven (7) 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.

**8. Training and Customer Service**

- a. The PROPOSER will 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. In accordance with the TOWN's customer service principles, respond to public inquiries about the Parking Enforcement Services, ticketing and enforcement, or any other citizen concern.
- 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. All such records shall be retained during the term of this Agreement and made available to the TOWN Project Manager.
- f. Provide customer service training in accordance with industry best practices. The training regimen will be subject to the approval of the TOWN.

**9. Installation and Maintenance**

- a. Local experience and management is preferred.
- b. Meters and Pay Stations are each required to be working no less than 90% of the time.
- c. Install and maintain parking meters and pay stations that are not under warranty.
- d. Ensure the appropriate maintenance and repair of equipment under warranty.
- e. Maintain all operational meters, pedestals, meter poles, heads and all other meter accessories in good working condition. Good working condition is defined as repairing/replacing any defective meter within 24 hours of a report of failure.
- f. Ensure poles and pedestals are clean, upright and painted. All PROPOSER employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor
- g. Implement and follow a regular preventive maintenance schedule for all parking meters and pay stations.
- h. Keep a meter log of all complaints regarding meters. The log will note date, Meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the Meter, the nature of the problem and the date it was corrected.
- i. Keep the pay stations supplied with paper for receipts to ensure there is no down time.

- j. The PROPOSER may utilize the TOWN's equipment and/or provide its own to provide meter maintenance.
- k. The PROPOSER will be liable for any lost, stolen, unaccounted for or damaged equipment that is the property of the TOWN

#### **10. Safety**

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

#### **11. Special Events**

If a special event is scheduled, the PROPOSER 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.

#### **12. Additional Services**

- a. Change PROPOSER procedures as necessary to conform to revisions in the TOWN's ordinances, parking regulations, policies and initiatives.
- b. Review TOWN ordinances to ensure that they are appropriately reinforcing the desired outcome. Provide the TOWN with recommendations if any ordinances are creating a negative impact to the parking program.
- c. While on patrol, instruct employees to pick up visual litter in the parking areas, or inform Municipal Services if the volume or problem exceeds their ability to respond.
- d. Weekend and special event parking enforcement should focus on ticketing violations such as obstructing traffic, parking in a no parking zone, obstructing fire hydrants, and arranging for towing of illegally parked vehicles when specifically requested by TOWN.
- e. The PROPOSER is responsible for providing temporary signage and bagging meters on a timely basis to alert the public to special event and other temporary or permanent changes in available on street parking spaces.
- f. Every parking Meter shall be emptied at least weekly or more often, depending on parking volumes.
- g. At least annually, evaluate the parking rates and provide recommendations for rate changes to the TOWN.
- h. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the TOWN.
- i. The TOWN may desire the PROPOSER to assist with the design, construction and/or operation a parking structure in the future. Details are unknown at this time but Proposers should state any experience

#### **13. 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.
- c. Equipment & supplies paid for by TOWN, or for which the TOWN reimburses the successful PROPOSER, shall become property of TOWN.

#### **14. Reimbursable Operating Expenses**

The TOWN will reimburse the PROPOSER for all approved expenses as determined by the TOWN. The Proposer 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 PROPOSER is to include in its proposal the following costs:

- a. The fully loaded hourly rate for enforcement personnel and the number of hours proposed per month. The hourly rate times the hours per month times 12 months will be the annual enforcement cost.
- b. The fully loaded hourly rate and number of hours per month for collection services for all meters and pay stations.
- c. The fully loaded hourly rate and the number of hours per month to maintain meters and parking facilities.
- d. A five year capital expenditure plan for expense the PROPOSER will be asking for reimbursement.

#### **15. Annual Budget Process**

By the third Thursday in April of each year after this contract is executed, the PROPOSER shall submit a detailed budget outlining all anticipated expenses and revenue for the following fiscal year. For budget preparation and reporting purposes, the PROPOSER shall follow the TOWN's fiscal year, which starts October 1 and ends September 30.

#### **16. Cost of Service**

The Town prefers to receive two pricing options:

- a. Management Services Fee. Under this proposal, the PROPOSER would propose an all-inclusive flat fee for all services provided.
- b. Management Services Fee plus Reimbursements. Under this proposal, the PROPOSER would propose a base fee for management services and document the PROPOSER's direct operating expenses that would be reimbursed.

In both pricing options, the PROPOSER may propose an incentive formula based on its ability to increase net operating income to TOWN. The formula must exclude revenue increases that are not attributable to the efforts of the PROPOSER such as rate increases; TOWN installed pay stations; or increased economic activity from new businesses or visitors to the community.

#### **D. TECHNICAL REQUIREMENTS**

The PROPOSER is required to have at least 5 years of experience in parking management services to include:

- a. Municipal parking management and operations is preferred
- b. Citation management
- c. Collections across state lines
- d. Meter collection
- e. Meter maintenance – Duncan preferred
- f. Parking Enforcement

**E. *INSURANCE AND LICENSES***

The successful PROPOSER 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.

- 1. 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 contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. 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.
- 4. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

**END OF PART I**

## PART II: RFP GENERAL INFORMATION

### A. DEFINITIONS

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

**PROPOSER** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

**TOWN** shall mean the TOWN of Lauderdale-By-The-Sea, TOWN Commission or TOWN Manager, as applicable, and any officials, employees, agents and elected officials.

**Contact information** for the purpose of this RFP shall mean:

**TOWN Clerk**  
4501 Ocean Drive  
Lauderdale-by-the-Sea, Florida 33308  
Telephone: 954-776-0576.  
Fax: 954-776-0576  
Email: JuneW@lauderdalebythesea-fl.gov

### B. INVITATION TO PROPOSE; PURPOSE

The TOWN solicits proposals from responsible Proposers 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 Commission anticipates entering into a contract with the PROPOSER who submits the proposal judged by the TOWN to be most advantageous. The TOWN anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the TOWN selects a Proposal, the TOWN will provide a written notice of the award.

The PROPOSER understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the PROPOSER. 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 Commission approval, if applicable) and the successful PROPOSER.

### 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. Proposers should prepare their

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proposals simply and economically, providing a straightforward and concise description of the PROPOSER's ability to meet the requirements of the RFP.

↳ E. INQUIRIES

The TOWN will not respond to oral inquiries. Proposers may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the TOWN Clerk. Please mark the correspondence "RFP No. 11-05-01 QUESTION".

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 PROPOSER who has provided their contact information to the Clerk. Although the TOWN will make an attempt to notify each prospective PROPOSER of the addendum, it is the sole responsibility of a PROPOSER 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 Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for \_\_\_\_\_, 2011.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and three (3) copies of the proposal together with an electronic copy of the proposal in PDF format in a sealed, opaque package.

The package shall be clearly marked on the outside as follows:

To: TOWN of Lauderdale-By-The-Sea

RFP No. 11-05-01

**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 PROPOSER unopened.

Due to the irregularity of mail service, the TOWN cautions Proposers to assure actual delivery of proposals to the TOWN prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the TOWN Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the TOWN in writing at any time prior to the opening. Proposals, once opened, become property of the TOWN and will not be returned.

I. PROPOSAL FORMAT

In order to insure 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. Unless otherwise specified, Proposers shall use the proposal forms provided by the TOWN herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by PROPOSER in ink. All information submitted by the PROPOSER shall be printed, typewritten or completed in ink. Proposals shall be signed in 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. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the PROPOSER'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 PROPOSER, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the PROPOSER must sign the letter of transmittal.

2. Title Page

The title page shall show the name of PROPOSER's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

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

NOTE: Please be sure to number all pages in the proposal.

4. Section 1 - Organization Profile and Documentation

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

Each PROPOSER shall include in Section 1:

- Completed RFP Forms A, B and D.
- Documentation indicating that it is authorized to do business in the State of Florida 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 and budget on RFP Form C.

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 PROPOSER shall describe its expertise in and experience with providing services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed; include contact information, the time the firm was engaged and a list of accomplishment.

7. Section 4 - Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the PROPOSER 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 PROPOSER currently uses or proposes to use.
- b. Provide specifics on enforcement technology and process.
- c. Provide specifics on PROPOSER's citation collections technology and process.
- d. The vendor shall describe the frequency in which the meters will be emptied, describe the remittance processing (lockbox) services used to process payments for this project and what cash controls will be in place.
- e. Staffing plan and management structure.

8. Section 5 - Additional Information  
Any additional information that the PROPOSER considers pertinent for consideration should be included in this section.
- J. 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 Proposers may incur in connection with a presentation to the TOWN or related in any way to this RFP.
  2. Request for Additional Information:  
The PROPOSER shall furnish such additional information as the TOWN may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The TOWN reserves the right to make investigations of the qualifications of the PROPOSER as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
  3. Proposals Binding:  
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. TOWN may desire to accept a proposal after this time. In such case, PROPOSER may choose whether or not to continue to honor the proposal terms.
  4. Alternate Proposals:  
An alternate proposal is viewed by the TOWN as a proposal describing an approach to accomplishing the requirements of this RFP that differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same PROPOSER, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The TOWN will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the TOWN's best interest.
  5. PROPOSER's Certification Form:  
Each proposer shall complete the "PROPOSER's Certification" form included as RFP Form D and submit the form with the proposal in Section 1. This form must be acknowledged before a notary public with notary seal affixed on the document.
- K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the PROPOSER's responsibility to become familiar with these concepts. The contract will include a provision wherein the PROPOSER 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.

L. 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 PROPOSER fails to submit any required documentation, if the PROPOSER 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.

M. EVALUATION METHOD AND CRITERIA

1. General

The TOWN 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 PROPOSER, 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 Proposers. The TOWN's decisions will be final. The TOWN's evaluation criteria may include, but shall not be limited to, consideration of the following:

- A. ability to meet operational and management requirements of this RFP;
- B. availability of qualified personnel
- C. compensation proposed for services
- D. expertise of personnel to be assigned to TOWN and of PROPOSER's regional and state management personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of PROPOSER;
- I. references;
- J. related experience in Florida;

- K. technical soundness of proposal; and,
- L. time frames.

2. Selection

The TOWN Manager may conduct the selection process, or at the option of the TOWN Manager, it may be referred to a selection committee (the "Committee"). Either the TOWN Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The TOWN Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the TOWN Commission and the TOWN Commission shall make a final award. The TOWN Manager may request oral presentation from the Proposers. Proposers are advised that the TOWN reserves the right to conduct negotiations with the most qualified PROPOSER, but may not do so. Therefore, each PROPOSER should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, PROPOSER warrants and represents that:

1. PROPOSER has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. PROPOSER 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.
3. PROPOSER 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.
4. If applicable, PROPOSER 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 PROPOSER, including safety precautions and programs incident thereto.
5. PROPOSER has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that PROPOSER has discovered in this RFP and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to PROPOSER.
6. 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.

7. 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.

**O. TOWN Contract**

The selected PROPOSER is expected to execute the TOWN's standard professional services contract, in the form approved by the TOWN Attorney.

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

1. PROPOSER shall give first consideration for employment to current TOWN parking employees if they meet the requirements and employment standards of the PROPOSER.
2. The cost to correct the existing meter maintenance backlog (rusting poles & yokes, etc.) shall be addressed in the contract.
3. Selected PROPOSER will follow Town purchasing guidelines for reimbursable purchases.
4. Selected PROPOSER may utilize the existing Parking office, meter repair area and a 2008 Ranger truck.
5. If TOWN reimburses PROPOSER for the purchase of any equipment, that equipment shall be the property of the TOWN at the end of the contract.

## **End of Part II**

**PARKING MANAGEMENT SERVICES**

Lauderdale-By-The-Sea RFP No. 11-05-01

RFP Forms

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<b>Name of Project</b>	<b>Contract with:</b>	<b>Contract Amount</b>	<b>Estimated Completion Date</b>	<b>% of Completion to Date</b>

*(Continue list as necessary)*

13. Provide the following information for any subconsultants you will engage if awarded the contract.

<b>Subcontractor Name</b>	<b>Address</b>	<b>Work to be Performed</b>

*The foregoing list of subconsultants 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.*

## RFP Form B - REFERENCES

**Note:** This form is available in WORD format on the TOWN's web site or from the TOWN Clerk upon request.

PROPOSER: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.** The PROPOSER 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**

***COMMISSION: PLEASE NOTE THAT  
FORM C Under Development***

Note: This form is available in WORD format on the TOWN's web site or from the TOWN Clerk upon request.

**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 PROPOSER: \_\_\_\_\_

Name of authorized representative of PROPOSER: \_\_\_\_\_

**Project Cost:**

The Town prefers receiving two pricing options:

Management Services Fee. Under this proposal, the PROPOSER would propose an all-inclusive flat fee for all services provided.

Management Services Fee plus Reimbursements. Under this proposal, the PROPOSER would propose a base fee for management services and document the PROPOSER's direct operating expenses that would be 100% reimbursed.

In both pricing options, the PROPOSER may propose an incentive formula based on its ability to increase net operating income to TOWN. A formula must exclude revenue increases that are not attributable to the efforts of the PROPOSER such as rate increases, TOWN installed pay stations, new businesses or the number of visitors to the community.

*As an alternative, PROPOSER may propose to only provide management and enforcement services and not citation management. Proposals for only citation management will not be considered.*

Table 1 – Summary of 5-Year Cost Project

**PARKING MANAGEMENT SERVICES**

Lauderdale-By-The-Sea RFP No. 11-05-01

RFP Forms

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<b>Year</b>	<b>Management Fee</b>	<b>Operational Expense</b>	<b>Capital</b>	<b>TOTAL</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>TOTAL</b>				

Please attach a detail budget for operational and capital expenses. For items purchased according to TOWN's purchasing policy, indicate market cost. For internal expenses such as the cost of personnel, indicate how any increases in cost are calculated.

The Total Project Cost SHALL include all fees and reimbursements expected from TOWN. The TOWN will not reimburse for any costs not actually incurred and paid for by the PROPOSER.

The capital expense budget should include projected vehicles and other equipment required within five (5) years.

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By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## **RFP FORM D - PROPOSER'S CERTIFICATION**

**Note:** This form is available in WORD format on the TOWN's web site or from the TOWN Clerk upon request.

PROPOSER: \_\_\_\_\_

**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.

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 120 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 PROPOSER hereby authorizes the TOWN of Lauderdale-by-the-Sea, 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 proposer is interested in said proposal; and that the undersigned executed this PROPOSER'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, in the form approved by the TOWN Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for

**PARKING MANAGEMENT SERVICES**

Lauderdale-By-The-Sea RFP No. 11-05-01

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CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Mailing Address

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public  
\_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:

**Table 1 - Parking Data**

Locations	Parking Spaces by Type								Rates	
	Pay Station	Single Space Meter	HC Spaces	Employee	Non-metered	Motorcycles	Resident	Total	5/1/11	10/1/11
<b>Parking Lots</b>										
A1A Parking Lot		64	3			4		71	\$1.25	\$1.25
Wings		11	1					12	\$1.25	\$1.25
El Mar Parking Lot	24		1					25	\$1.25	\$1.50
El Prado Lot	86		4				6	96	\$1.25	\$1.50
Town Hall		22	2		3			27	\$1.25	\$1.50
<b>Total Parking Lot Spaces</b>	<b>110</b>	<b>97</b>	<b>11</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>231</b>		
<b>Oceanfront Center</b>										
A1A - east side of A1A, N of Comm		6	1					7	\$1.25	\$1.50
A1A - east side of A1A, S of Comm		7	1					8	\$1.25	\$1.50
Commercial Boulevard										
Pavilion to El Mar	10		2					12	\$1.25	\$1.50
100 block - north side	13							13	\$1.25	\$1.50
100 block - south side	11							11	\$1.25	\$1.50
El Mar Drive - North of Square	20							20	\$1.25	\$1.50
El Mar Drive - South of Square	24							24	\$1.25	\$1.50
<b>Total Oceanfront</b>	<b>78</b>	<b>13</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>95</b>		
<b>Beach Street Meters</b>										
Washingtonia Portal		5	1					6	\$1.50	\$1.50
Washingtonia 100 block		10						10	\$1.50	\$1.50
Hibiscus Portal		7						7	\$1.50	\$1.50
Hibiscus 100 block		6						6	\$1.50	\$1.50
Datura Portal		9	1					10	\$1.50	\$1.50
Datura 100 block		10						10	\$1.50	\$1.50
Datura 200 block (W of El Mar)		6						6	\$1.50	\$1.50
<b>Beach Portals and Streets</b>	<b>0</b>	<b>53</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55</b>		
<b>Total Beach Meters</b>	<b>188</b>	<b>163</b>	<b>17</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>381</b>		
<b>West of Ocean Drive</b>		14	2		14		2	32	\$1.00	\$1.00

Municipal Park											
Bougainvilla Drive 4100 block		9							9	\$1.25	\$1.50
Bougainvilla Drive 4300 block (S of Comm)		4							4	\$1.25	\$1.50
Bougainvilla & Poinciana Drive 4400 block (N of Comm)		32	1						33	\$1.25	\$1.50
<b>Total West of Ocean Drive</b>		0	59	3	0	14	0	2	78		
<b>Commercial Boulevard Business District (Bridge to Seagrape)</b>											
W Tradewinds (E of Blue Moon)		12							12	\$1.00	\$1.00
W Tradewinds to E Tradewinds - North		23	3		9				35	\$0.50	\$0.50
E Tradewinds to Seagrape - North		29	3		9				41	\$0.50	\$0.50
W Tradewinds to E Tradewinds - South		12	2		12				26	\$0.50	\$0.50
E Tradewinds to Seagrape - South		19	2		10				31	\$0.50	\$0.50
E Tradewinds 4300 block (S of Comm)		29							29	\$0.50	\$0.50
Seagrape 4300 block (S of Comm)		12							12	\$0.50	\$0.50
<b>CBBBD</b>		0	136	10	0	40	0	0	186		
<b>Employee Lots</b>											
Harbor Drive (E of Seagrape)					12				12	permit	permit
Seagrape (N of Comm)					18				18		
E Tradewinds (N of Comm)					21				21		
<b>Employee Lots</b>		0	0	0	51	0	0	0	51		
<b>Total Parking Spaces</b>		<b>188</b>	<b>358</b>	<b>30</b>	<b>51</b>	<b>57</b>	<b>4</b>	<b>8</b>	<b>696</b>		
<b>Parking Space Distribution</b>		27%	51%	4%	7%	8%	0.6%	1.1%	100%		

**Table 2 – Parking Permits**

Type of Permit (Annual)	No. Sold in FY 10	10-1-10	Restrictions
1. Resident	350	\$50	3 hrs parking at any meter.
2. Resident, Senior		\$40	65 yrs +
3. Hardship	41	\$125	Available to existing businesses that have less parking than Code requires.
4. Employee	56	\$150	At designated areas

**Table 3 – Metered Parking Areas**

Location	Meters	FY11 Projected Revenues
Oceanfront Center	78	\$195,000
Commercial Blvd Business District	181	\$18,000
Beach Meters	62	\$14,500
A1A Lot	68	\$22,000
El Mar Lot	24	\$56,000
El Prado Lot	85	\$124,000
Town Hall Lot	22	\$16,595
TOTAL	520	\$446,095 (1)
Parking Permits	N/A	\$60,000
Parking Fines	N/A	\$165,000

(1) \$861 average revenue per meter per year

Revenues will be higher this fiscal year since we have implemented a rate increase and installed 5 new pay stations.

**Table 4 – FY12 Enforcement Staffing**

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours
<b>Parking Supervisor</b>			9 AM - 5:30 PM	40				
<b>Enforcement Officer</b>	8 AM - 4:30 PM		2 PM - 10:30 PM	2 PM - 10:30 PM	4 PM - 10:30 PM			30
<b>Enforcement Officer</b>	2 PM - 12:30 AM					2 PM - 12:30 AM	2 PM - 12:30 AM	30
<b>Total Weekly Hours</b>								<b>100</b>

**Citation Management**

**Duncan Solutions Inc. is the Town's contractor for citation management.**

**Contract Terms**

1. Three year contract started on Nov. 9. 2009 and expires on Nov. 4, 2012, with two, 2-year extensions.
2. \$2.62 per citation processing fee.
3. Special Collections Contingency Fee – 28% of actual fees collected on delinquent accounts.
4. Town may be terminated for convenience with 7 day written notice