

Issue Date: Tuesday, August 20, 2024

Submission Deadline: Tuesday, September 17, 2024 by 4:00 PM

Contact Information:

- **Name:** Kristy Crisp
 - **Title:** Director of Economic Development
 - **Organization:** City of Gastonia
 - **Address:** PO Box 1748, Gastonia NC 28053
 - **Phone:** 704-842-5105
 - **Email:** Kristy.crisp@gastonianc.gov
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Introduction

The City of Gastonia is soliciting proposals from qualified consultants to conduct a comprehensive Parking Study. The purpose of this study is to assess current parking conditions, forecast future needs, and develop strategic recommendations to enhance parking management and infrastructure. The selected consultant will analyze the current parking conditions of Downtown Gastonia and make recommendations as they conclude.

Project Background

The City of Gastonia is part of the Charlotte MSA with a growing population of over 83,000 people. The City of Gastonia oversees parking facilities and services within Downtown and in the Franklin Urban Sports and Entertainment (FUSE) District. Historic attractions, thriving retail, quality restaurants, lively public artwork, architecture, and cultural attractions have shaped the City of Gastonia’s identity as a regional attraction and center for employment. Some downtown amenities include daytime government facilities (i.e. the Garland Business Center, City Hall, and the Gaston County Administration Building). These amenities and place-making characteristics attract both locals and visitors seeking to enjoy all that Gastonia’s great downtown, active streets, and historic spaces have to offer. Specifically, CaroMont Health Park has become a destination location attracting visitors to the FUSE District. The City has tried to keep pace with the parking demand created by the rapid growth of Downtown Gastonia and our FUSE District, but there has always been a perception by local merchants that current parking is insufficient. A detailed analysis is required to make informed planning and decision-making processes. The City of Gastonia is seeking an analysis on and if, when, where additional parking, included but not limited to, vertical parking may be needed.

Scope of Work

The selected contractor will be responsible for the following tasks:

1. **Data Collection:**

- Review current parking restrictions – Two hour on-street parking.
- Review of existing downtown parking deck and warranted restrictions.
- Review current wayfinding system for the identification of public parking lots.
- Evaluate/analyze current parking demand.
- Cite locations best suited for additional surface lots or parking structures.
- Identify current public parking shortfalls.
- Provide a utilization assessment of current public parking.

2. Future Parking Needs and Recommendations:

- Develop strategies for improved visitor and business owner parking options.
- Establish if there is a considerable need for a vertical, multi-level, parking deck.
- Assess the impact of future development on parking by using existing future known developments.
- Recommended potential sites that could satisfy current and projected parking deficits.
- Recommend parking options which may involve the use of technology via an App or other advanced technology should be evaluated.

3. Recommended Future Parking Requirements:

- Forecast Parking needs for the next 2-5-10 years based on current and projected development needs using known and forecasted development.
- Recommend enforcement of paid parking if any.
- Provide a financial pro forma for the recommended parking structure.
- Feasibility of locating other uses (office, retail, residential) within or on top of the structure.
- Provide preliminary estimates of construction costs for new facilities based on current regional pricing.
- Recommend phasing of the facility in response to the pace of future development.
- Estimate time to construct the recommended facility.
- More specific evaluation and recommendation on how to manage downtown parking deck, existing on street parking, and parking along the railroad tracks.

Definitions in this RFQ: City, RFQ, Proposal, Candidate, Contractor, Should.

Unless the context indicates otherwise – (a) The expressions “RFQ,” “this RFQ,” and “the RFQ” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Gastonia. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFQ. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word

“should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFQ says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection

Contract

The City anticipates that the conclusion of the RFQ process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFQ. It is the City’s intention to use the contract that is attached as Exhibit D, modified and filled in to reflect the RFQ and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

(a) Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Gastonia in connection with the candidate’s proposal.

(b) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as

trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate's reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City's use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated "trade secrets" in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(c) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

(1) decline the request for access,

(2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or

(3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(d) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate's proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or

of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

Insurance Requirements

Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Contract.

- (a) Professional liability insurance of at least \$1,000,000 per claim.
- (b) Workers compensation and employer's liability insurance as required by the state where the work is performed.
- (c) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (d) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

Certificates of insurance evidencing the coverages required herein, and otherwise acceptable to the City, shall be filed with the City prior to the commencement of the services. The City must be named as additionally insured on the insurance certificate for all coverage, except professional liability.

Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to the coverage no longer in compliance. Certificate Holder address should read:

City of Gastonia
ATTN: Kristy Crisp
Department of Economic Development
150 S York Street
Gastonia, NC 28054

Iran Divestment Act

As of the date of this agreement, the Consultant listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Consultant further certifies that it will not utilize any subcontractor on the list.

E-Verify Requirements

Consultant certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Consultant agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Consultant agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

Discretion of the City

The City of Gastonia reserves the right to reject any or all proposals.

Proposal Requirements

Interested contractors are required to submit proposals including the following elements:

1. **Executive Summary:**
 - Overview of the contractor's understanding of the project and approach to the study.
2. **Technical Approach:**
 - Detailed methodology for each task outlined in the Scope of Work.
 - Proposed timeline for project completion based on contract execution.
3. **Experience and Qualifications:**
 - Description of the contractor's experience with similar projects, specifically in North Carolina.
 - Resumes of key personnel assigned to the project.
4. **References:**
 - Contact information for at least three references from previous clients with similar projects, especially in North Carolina.
5. **Cost Proposal:**
 - Detailed budget including labor, materials, and any other expenses.
6. **Additional Information:**
 - Any other relevant information that supports the proposal.

5. Evaluation Criteria

Proposals will be evaluated by a selection committee made up of various city staff members and will be based on the following criteria:

1. Understanding of project goals and requirements. 25%
2. Technical approach and methodology. 15%
3. Experience and qualifications of the contractor and assigned personnel. 25%
4. A variety of references and past performance. 20%
5. Cost effectiveness and value. 15%

6. Submission Instructions

Proposals must be submitted by Tuesday, September 17, 2024 by 4:00 pm to the contact person listed above. Submissions should be in electronic format (PDF) and should not exceed 20 pages.

7. Questions and Clarifications

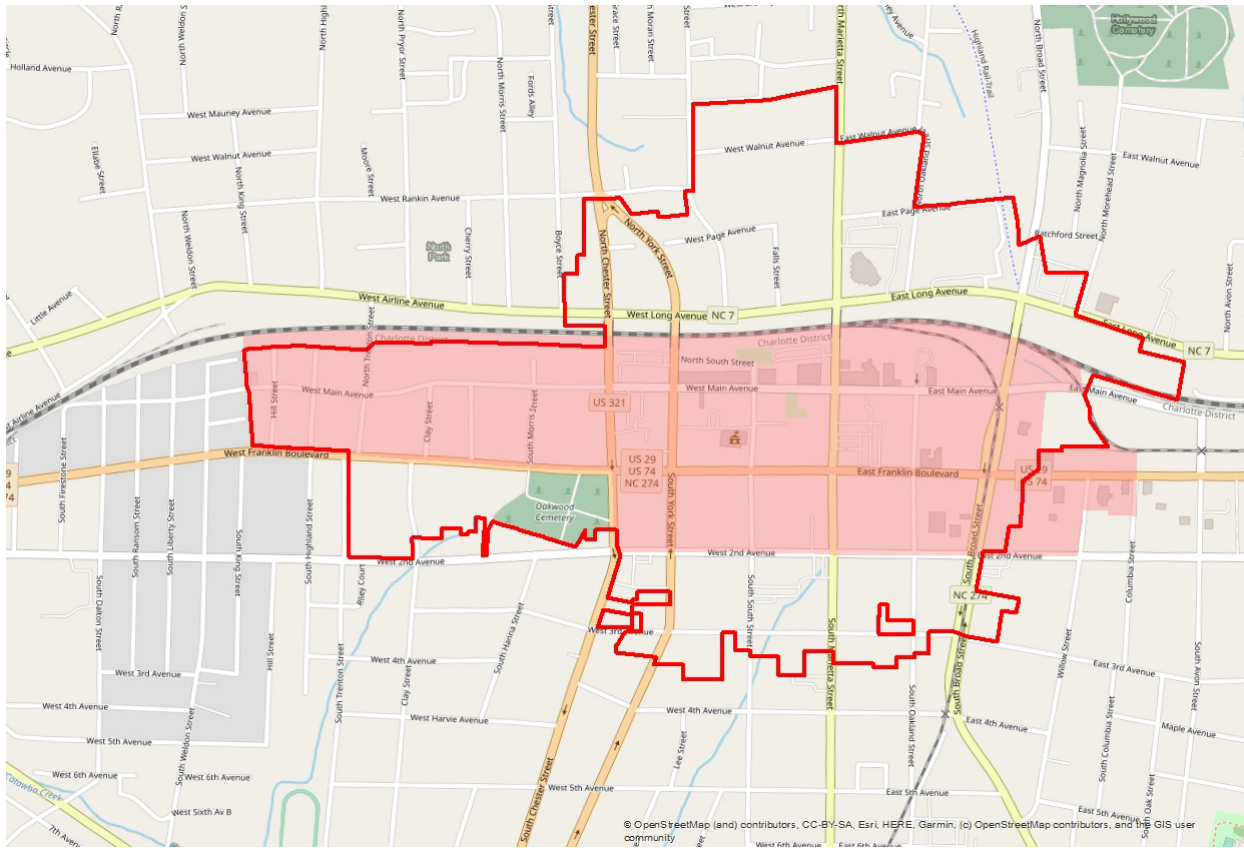
Any questions regarding this RFQ must be submitted in writing to Kristy.Crisp@gastonianc.gov by Wednesday, September 4, 2024 by 4:00 pm Responses to questions will be shared with all potential contractors.

Thank you for your interest in this project. We look forward to reviewing your proposal.

Sincerely,

Kristy Crisp
Director of Economic Development
City of Gastonia
Kristy.Crisp@gastonianc.gov
704-842-5105

Central Business District:



Public vs Private Parking lots/deck and area of study:

