

REVISED NOVEMBER 13, 2016

REQUEST FOR PROPOSALS

Albany Parking Authority Feasibility Study for Construction of Additional Parking Facilities

*Issued by the Albany Parking Authority, Albany, New York
October 31, 2016
RFP No. 6*

The Albany Parking Authority is requesting proposals from firms and/or individuals to conduct a feasibility study (“Feasibility Study”) to: (1) estimate current parking requirements based on existing conditions for both the Downtown and Warehouse District areas¹ (each District area is known as an “Area”, or both areas are collectively known as the “Areas”); (2) estimate future parking requirements in each Area based on current/proposed development projects; (3) develop/recommend strategies for implementation by the Authority to meet any anticipated parking shortfalls in each Area; (4) evaluate potential sites for construction of additional Authority parking facilities in each Area; and (5) determine the financial feasibility of construction of additional Authority parking facilities.

1: Project Background

The mission of the Albany Parking Authority (“Authority”) is “while fulfilling all of its responsibilities to its bondholders, to provide convenient and affordable parking in support of economic development in the City of Albany.”

The amount of parking supply should strengthen the commercial vitality in the City, promote efficient movement of traffic, integrate the use of transit/alternative transportation, and to spur/support additional economic growth and development projects in the City. Simply put, the Authority exists to support/spur economic growth which benefits the citizens of Albany, while always meeting all financial/bond covenants to its investors.

The Authority now seeks to enter an agreement with a qualified firm or individual to perform and complete the Feasibility Study, issue a Final Report, and complete an Oral Presentation of their findings to the Authority.

Through this Request for Proposals (“RFP”), the Authority intends to engage an accomplished consulting firm or individual with successful experience in the preparation of feasibility reports which meet the stated needs of the Authority.

2: Project Objectives

The Authority seeks a qualified individual or firm (“Contractor”) to conduct a feasibility study

¹ Please see the attached maps/satellite overlays which identify the boundaries of the “Downtown” and “Warehouse District” Areas. The Contractor should also review the draft “Unified Sustainable Development Ordinance” (August 2016) at <http://rezonealbany.com>, specifically with respect to both Areas. While not final, the intent is to streamline/consolidate Albany’s zoning code, all corresponding laws, environmental and development regulations, along with sustainable and conservation practices into one consolidated Unified Sustainable Development Ordinance (USDO).

("Feasibility Study") which will specifically address each of the five (5) requirements ("Requirements") below:

1. estimate current parking requirements for each of the two Areas based on existing conditions;
2. estimate future parking requirements in each Area based on current/proposed development projects;
3. develop/recommend strategies for implementation by the Authority to meet any anticipated parking shortfalls in each Area;
4. evaluate potential sites for construction of additional Authority parking facilities and identify preferred sites in each Area; and
5. determine the financial feasibility of construction of additional Authority parking facilities.

The Authority desires the consultant to define/develop a basic scope of services that utilizes a combination of techniques to estimate parking requirements for current and future downtown development, beginning with base data to be collected from the Authority and other entities/personnel, as determined by the Contractor and Authority. Upon completion of the data collection and projections, the Contractor would provide detailed analysis of parking demand estimates to develop recommendations for meeting expected parking needs. Seasonal variations should be taken into account.

3: Scope of Work

It is anticipated that the Contractor shall:

1. Prior to initiating its work, the Contractor shall submit a work plan and schedule ("Work Plan") to the Authority for its review and approval. The purpose of the Work Plan is to ensure the Authority understands the Contractor's work process, including the Contractor's approach to meeting each of the Requirements, and appropriate dates/milestones. The Work Plan should provide for substantial interaction between the Contractor and Authority during the Contractor's work, and allow the Authority with frequent opportunities for review of the Contractor's work so as to ensure that the Contractor's work related to the Feasibility Study is meeting the objectives of the Authority.
2. Utilize a combination of techniques to collect the data necessary to meet all Requirements of the Feasibility Study, including but not limited to a review of previous studies/reports/documents related to parking and economic development, interviews with Authority and non-Authority (both government/private) personnel, and any other necessary techniques/methods to obtain the data necessary to comprehensively address all Requirements of the Feasibility Study.
3. Keep Authority Officials up to date on progress of all aspects of the Contractor's work;
4. Issue a Final Report to the Authority containing the findings/results of the Feasibility Study which specifically addresses each of the Requirements. The Final Report shall contain/identify the data/documentation/reference on which any and all of the Contractor's findings are based. Additionally, the Final Report shall contain appropriate text, tabulations and illustrations to convey a clear and unambiguous understanding of the Contractor's findings/results, conclusions and recommendations.
5. Make an Oral Presentation of the findings/results, conclusions and recommendations of the Feasibility Study to Authority Officials which specifically addresses each of the Requirements.

The Final Report and Oral Presentation (including any appendices, or other parts of such documents) shall be provided both in hard copy and digital formats to the Authority.

4: Ownership of Property

- A. The Authority shall have ownership of the Final Report. As such, the Authority is free to use the contents of the Final Report for any and all purposes once such report has been issued.
- B. Proposals received in response to this RFP will be maintained by the Authority and are matters of public record, other than proprietary contents and pricing, and subject to public inspection except for the time reserved for review by the Authority. To the extent allowed by applicable law, the Authority will not disclose RFP proposal contents during the period falling between the proposal submission and the date of the Notice of Intent to Award the project. However, all information, other than proprietary contents, pricing or information noted as confidential, submissions become a matter of public record upon Notice of Intent to Award the project and as required by applicable law.
- C. Notwithstanding the foregoing, parties submitting a proposal recognize and agree that neither the Authority nor its staff, agents, employees, representatives, and advisors shall be responsible or liable in any manner for any losses that a firm or individual or any of its agents, employees, or representatives may suffer from the disclosure of information or materials to third parties or any other claims or damages resulting from this RFP process.
- D. All RFP proposals will become the property of the Authority to the fullest extent permissible under applicable law upon submission. Regardless of the outcome of this RFP process, the Authority, in accordance with all applicable laws, reserves the right to use all information, documents, data, concepts, and other items contained therein, for its own purposes in any manner it elects to do so without further cost to the Authority.

5: Proposed Timeline

A Final Report shall be delivered to the Authority no later than three (3) months from the execution of a contract resulting from this RFP. A more detailed timeline may be negotiated between the Authority and the chosen firm or individual prior to execution of such contract.

6: Submission Requirements

The submission must be organized in the following sections:

- A. **Letter of Intent:** Describe your interest in this project and your understanding of the scope of work. Describe the roles and responsibilities of the Contractor and all personnel proposed to be used by the Contractor on this work. The letter of intent must provide the name of the prime contact and his/her contact information clearly identified. (No more than three (3) pages in length).
- B. **Consultant Experience:** Briefly describe other projects you managed that demonstrate relevant experience. Provide a list and brief description of recent relevant experience with similar projects undertaken within the last five (5) years. For each project mentioned, provide a reference and phone number we can contact regarding your performance. Provide brief resumes of key personnel (no more than one-page in length) who will be assigned to this project. Document the experience of assigned staff in working on and completing similar projects in relation to scale and context.
- C. **Project Schedule and Budget:** Submit a draft Work Plan as detailed in Section 3(1) above. Describe your availability to provide the resources needed for this project and provide a best case

scenario timeline for completing the project. Any changes to the timeline after execution of a formal written contract must be agreed to in writing by both parties. Provide the total not to exceed fee for providing all of the services and tasks set forth in Sections 2 and 3 above. The proposal must provide a guarantee that no additional fees will be charged to the Authority without prior written consent by the Authority.

D. **Non-Collusive Proposal Certificate and Notary Acknowledgement.** See Appendix A.

E. **Submission Format:** All submissions must be received no later than 2:00 PM on November 18, 2016 at the Albany Parking Authority, 25 Orange Street, Albany, New York, 12207. Three (3) copies of submissions are required plus one (1) complete set of qualifications in a PDF format on a USB/data stick. Please place proposals in an envelope or box clearly labeled “Parking Authority Feasibility Study” and send to:

Mr. Matthew Peter
Executive Director, Albany Parking Authority
25 Orange Street
Albany, New York 12207

Brochures or other material that may be helpful in evaluating your qualifications may be included in an appendix.

7: Selection Process

The Authority will rank RFP proposal submissions based on the following weighted criteria, in priority order:

- Contractor understanding of the Authority needs
- Completeness and clarity of the response
- Relevant Project Experience, including the successful completion of similar projects
- Budget
- Capability to Perform Project within timeframe outlined and allotted budget
- Authority discretion

The selection committee may choose to interview several of the top ranked proposers and reserves the right not to accept any of the submissions. Once selected, the Authority will seek to negotiate a contract, detailed scope of work, deliverables, fee, schedule, etc. with the preferred Contractor.

If interviews are held, you will be contacted at least one week before the interview date.

The Authority will not reimburse any firm or individual for any costs associated with the submittal of its proposal, the negotiation of a final agreement for the work being considered, or any costs related to Contractor participating in this RFP process.

8: Contract

The selected Contractor will be required to execute a contract with the Authority.

The selected Contractor will function as an independent contractor under the terms of the contract and shall not be considered an agent or employee of the Authority for any purposes.

9: Indemnification:

The selected Contractor will be required to defend, indemnify, and hold harmless the Authority, its employees, directors and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

10: Specification Clarification:

A. All inquiries with respect to this Request for Proposals shall be directed by November 7, 2016 to:

Mr. Matthew Peter
Executive Director, Albany Parking Authority
25 Orange Street Albany,
New York 12207
mpeter@parkalbany.com

B. All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10(A). Replies will be issued by Addenda posted on the Authority’s website at <http://www.parkalbany.com>. Questions received less than five (5) business days prior to the date of submission of proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

11: Insurance and Security Requirements:

A. The selected proposer may be called by the Authority upon selection to procure and maintain at its own expense the following insurance coverage:

1. **Workers' Compensation and Employer’s Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
2. **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than two million dollars (\$2,000,000.00) per occurrence.
3. **Professional Liability Insurance:** A policy or policies with limits of not less than \$2,000,000.

B. Each policy of insurance required shall be in form and content satisfactory to the Authority, and shall provide that:

1. The Authority is named as an additional named insured, on a primary and non-contributing basis.

2. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Authority.
 3. The insurance policies shall be automatically renewed upon expiration and continued in force unless the Authority is given sixty (60) days written notice to the contrary.
- C. No work shall commence under the contract until the selected proposer has delivered to the Authority or its designee proof of issuance of all policies of insurance required by the Authority to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the Authority, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Authority for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the Authority, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

12: Other Instructions to Proposers

- A. **Examination of Documents:** By submitting an RFP proposal, the proposer represents that it has thoroughly examined and become familiar with the work, products and content required by this RFP and that it is capable of performing quality work to achieve the Authority's requirements.
- B. **Non Discrimination:** The firm or individual represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
- C. **Notice of Award:** The Authority will inform all proposers of its intent to award a contract to the selected firm or individual in writing.
- D. **Other Information for Proposal Submittals:** Proposers are welcome to submit any additional information, functions and/or attachments with their proposal to enhance the competitiveness of their proposal in the RFP process. All information must relate to and benefit the project and/or its ongoing operations.

13: Non-Collusive Proposal Certificate & Acknowledgement

Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages attached.

Appendix A

**NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE PUBLIC AUTHORITY LAW SECTION 2878**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(printed name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2016, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2016, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2016, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the Authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____