



**Albany Parking Authority
25 Orange Street
Albany, NY 12207-2224**

**REQUEST FOR PROPOSALS
For the Reuse and Revitalization of
Riverfront Garage and Surrounding Areas Feasibility Study**

PROPOSALS DUE: MAY 24, 2022 AT 2:00 PM EDT

RFP 2022-03

April 18, 2022

This RFP has been developed specifically for the Albany Parking Authority for a Feasibility Study for the Reuse and Revitalization of the Riverfront Garage and Surrounding Areas. This request for proposals may not be the same as previous requests for proposals. Therefore, all Vendors are urged to review this package in detail before submitting their bids.

Albany Parking Authority

**REQUEST FOR PROPOSALS
FOR THE REUSE AND REVITALIZATION OF
RIVERFRONT GARAGE AND SURROUNDING AREAS FEASIBILITY STUDY**

Proposal Number 2022-03
Issued April 18, 2022

IMPORTANT NOTICE:

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any Albany Parking Authority employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications:.....Sean Palladino, Associate Director
For Public Procurement Process Clarifications:Sevil Barber, Esq.

SECTION 1: PURPOSE

The Albany Parking Authority (“Authority”) is seeking qualified firms or individuals (hereafter referred to as the “Consultant”) to conduct a feasibility study for the reuse and revitalization of the Riverfront Garage and its surrounding sites. This project is made possible in part through funding from the Empire State Development (“ESD”) through Strategic Planning and Feasibility Studies (CFA Number 111617).

In conjunction with the City of Albany and downtown stakeholders, the Albany Parking Authority is looking to conduct a market feasibility study on a mixed-use parking facility that includes commercial and/or residential waterfront facing spaces and is integrated with Kiernan Plaza. The new facility will support local businesses, tourism, support utilization of Kiernan Plaza, promote and improve recreational activities for residents and enhance the gateway to the Albany Waterfront.

The Albany Parking Authority provides equal employment opportunity. Minority Business Enterprises and Women's Business Enterprises are highly encouraged to submit proposals.

1.1 Study Area

The Riverfront Garage, located at 2 Columbia Street, Albany, NY 12207, was built in 1984. The structure is 246,500 sq ft and has a capacity of 814 spots over 2 Stories.

The study area encompasses the Riverfront Garage which sits behind Kiernan Plaza and borders the Pedestrian Bridge that connects downtown to Jennings Landing and the Waterfront. It is

approximately 2 blocks to Quackenbush Square and the newly constructed Skyway as well as several entertainment venues, restaurants, hotels, office and residential space.

Recommendations from this study will inform the reassessment of the future downtown parking needs based on information provided on planned and proposed downtown development projects and increase access and the range of opportunities that the riverfront has to offer.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 Anticipated Procurement Schedule:

Issue RFP:	April 18, 2022
Questions Submitted Not Later Than:	May 3, 2022
Questions & Answers Posted:	May 9, 2022
Proposals Due:	May 24, 2022

- 2.2 Five (5) bound paper copies and One (1) electronic copy in Portable Document Format (PDF) of the Proposal must be received in a sealed envelope marked “Proposal Enclosed – Riverfront Garage Feasibility Study” no later than **May 24, 2022 at 2:00 pm EST** at the following address:

Sean Palladino, Associate Director
Albany Parking Authority
25 Orange Street
Albany, NY 12207-2224
(518) 434-8886
spalladino@parkalbany.com

The electronic copy must be submitted via email to the email address listed above or on a thumb drive included with the proposal submittals.

- 2.3 Each proposal submitted will be the document upon which the Albany Parking Authority will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.4 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the Authority to reimburse any entity, firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the Authority, or participating in any selection interviews.
- 2.5 Submission of any proposal indicates an acceptance of the conditions contained in this

Request for Proposals unless the submitted proposal clearly and specifically states otherwise.

- 2.6 The Albany Parking Authority reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.7 The Albany Parking Authority reserves the right to award the services, in whole or in part, to one or more entities, firms and/or individuals.
- 2.8 Any award of the services shall be conditioned on the later execution of a formal written contract. The Albany Parking Authority reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- 2.9 Respondents shall avoid submission of marketing materials.
- 2.10 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the Authority upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a statement of qualifications including:
 1. A brief history and description of the entity/firm submitting the proposal.
 2. Identification of the entity/firm's professional staff members who will be assigned to this engagement if the entity/firm's proposal is selected. Include summarized information regarding the professional staff members detailing qualifications, years and types of experience, education, licensure, certifications, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected. Specify a project manager and contact person to coordinate the services for the Albany Parking Authority.
 3. Proof proposer at all times obtains and maintains all licenses required by Federal, State and Local Laws to perform the services contemplated by this Agreement.
 4. At least three (3) references, including addresses and telephone numbers.
 5. A signed cover letter from a person within the entity/firm who is authorized to make representations on behalf of the firm and to bind the entity/firm.

6. A summary of the entity/firm's general experience in providing consultancy services for market feasibility studies to municipalities/authorities of the same or similar employment size as the Albany Parking Authority.
7. Any additional information which would serve to distinguish the entity/firm from other entities/firms submitting proposals.

3.2 The Albany Parking Authority may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the Albany Parking Authority.

SECTION 4: SCOPE OF SERVICES:

The Reuse and Revitalization of Riverfront Garage and Surrounding Areas Feasibility Study will be led by a project team comprising of staff from the Albany Parking Authority and other pertinent City of Albany departments and selected community stakeholders. In addition to the specific services detailed below, the Consultant shall facilitate the team meetings/conference calls, record meeting minutes detailing all items discussed, materials distributed, and the understandings or agreements reached, and the next steps. It shall be the Consultant's responsibility to provide timely invoicing and reporting of project progress.

In addition to the hard copies requested, an electronic copy of all tangible materials must be provided with a list of titles of all products being submitted; including reports, maps, photographs, educational materials, feasibility studies, lists of dates/sites for outreach programs, and the number of people who attended. All data provided should incorporate applicable metadata. Databases should be in electronic format. Electronic copies may be submitted via email or on a thumb drive.

GIS data should be provided electronically and must include metadata (e.g. creation date, author, contact information, source, attribute details, restrictions, etc.).

4.1 **Study Specifications**

The Study shall be divided into the following phases:

Phase I: Financial Feasibility Demand and Need Specifics

- The Consultant shall provide market analysis to determine the Financial Feasibility Demand and Need for a replacement parking garage, the number of spots, the demand cost and value proposition for mixed use property built above the parking garage and recommendations for the type of mixed-use operations and type of private/public partnership.
- The Consultant shall provide an analysis that includes cost estimates and grant options for making the facility environmentally sustainable. Considerations should include, but

are not limited to, alternate power sources such as geothermal and solar, upgradable infrastructure to allow for increasing parking spaces for electric vehicle chargers, use of materials and infrastructure that offset runoffs, interconnecting the facility to nearby green space, and creating pedestrian corridors to improve connectivity.

- Complete a Current Conditions and Development Feasibility Survey
- Provide general financial estimates and ranges

Phase II: Redevelopment and Improvement scenarios

- Part 1-
 - Creating conceptual redevelopment scenarios for mixed use space above the parking garage.
 - Determine how this project can serve as a connector between Waterfront and key Downtown areas such as Jennings Landing, Pedestrian Bridge, the Skyway, Kiernan Plaza, and Tricentennial Park.
 - Provide general financial estimates and ranges
- Part 2-
 - Determine ways to connect the facility to nearby green space and provide sufficient accessibility for pedestrians. The Consultant shall consider the use of interconnected paths to connect the infrastructure to greenspace, waterfront, and bike-friendly lanes nearby.
- Part 3-
 - Determine what type of development and improvements could happen at Kiernan Plaza, around and at Tricentennial Park and at 3 connector streets from Pearl Street (Steuben, Columbia and Maiden Lane).
 - Provide general financial estimates and ranges

4.2 **Deliverables:**

At minimum, the project will include the following tasks and plan elements:

1. Task One: Project Kick-Off
 - a. Prior to initiating its work, the Consultant shall submit a work plan and schedule (together known as the “Work Plan”) to the Authority for its review and approval. The purpose of the Work Plan is to ensure the Authority understands the Consultant’s work process, including the Consultant’s approach to meeting each of the Requirements, and appropriate dates/milestones. The Work Plan should provide for substantial interaction between the Consultant, the Authority and Stakeholder group during the Consultant’s work, and allow the Authority with frequent opportunities for review of the Consultant’s work so as to ensure that the Consultant’s work related to the Feasibility Study is meeting the objectives of the Authority. Determination of the scope of work, project goals and objectives, key milestones, and project schedule for the Reuse and Revitalization of Riverfront Garage and Surrounding Areas Feasibility Study.

- b. Meeting with the Albany Parking Authority staff and applicable City of Albany departments: The Consultant shall develop and obtain desired outcomes for the project area. The scope of work, project goals and objectives, key milestones, refined scope of work and project schedule will be reviewed at this meeting.
- c. Site visits and preliminary evaluations will be conducted by the Consultant to gain a fundamental understanding of garage and neighborhood needs, and its existing aesthetic and ecosystem; in keeping with the requirements listed above. The methodology for data collection will be developed in conjunction with the project team.

2. Task Two: Project Development Plans

- a. Assessing assets, constraints, and characteristics of the study area: The Consultant will undertake site visits to document/compile the existing conditions of the study area and determine possible garage designs. The information collected will be used to determine structural design, location and size of utilities, history of site, and any other useful information. The full contextual site analysis will include historical data, regional recreational uses, overall and regional watershed mapping, and other relevant features.
- b. Document Review - Detailed information will be compiled about the study area; including but not limited to concepts from past studies. This data will serve as a base for the feasibility study and shall be used to construct schematic design scenarios. Consultant shall 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 provided by the Authority and Stakeholders, 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.
- c. Inter-agency Coordination and Stakeholder Workshop - The Consultant will facilitate meeting with their project team, the Authority and select City of Albany department liaisons. The workshop will be used to define goals and proposed improvements that the project will cover. The Consultant shall provide examples of suggested improvements based upon solicited feedback and best practices applied in similarly situated reuse and revitalization of public garage initiatives.
- d. Written minutes and/or summary of all meeting should be held by the Consultant.
- e. Design Development: Based on previous meetings and what has been collected, a design development for each of the potential projects outlined in the study will be completed. A map of the site will be prepared, and renderings and different perspectives will be developed to show key components, design, and requirements for all proposed projects. Renderings and different perspectives will be also developed to show key components, design, and requirements for all proposed projects. The Consultant shall also provide a tiered recommendation for all necessary and desired improvements. This should include an analysis of all the permitting requirements, as well as inter-agency reviews required for each conceptual design recommendation.

- f. The Consultant shall develop the overall strategy for each concept; considering maintenance schedules, ownership methods, permitting, or public/private partnerships or agreements that would facilitate the realization of any proposed alternative.
- g. Cost Estimates: Preliminary cost estimates will be developed for all proposed projects to allow for all options to be adequately explored by the Authority. The Consultant shall develop a matrix and identify the sources of funding projected to allow for the implementation of the desired improvements, plans, protocols and procedures. A financial feasibility study should be conducted at the onset to determine the economic viability of the proposed venture, identifying the startup costs, projections of profits and cash flows and determining a return of the investment. A detailed narrative should be provided explaining how the cost estimates were developed.
- h. Consultant will be responsible for keeping Authority staff up to date on progress of all aspects of the Consultant's work throughout all phases of the project.

3. Task Three: Concept Review

- a. Design Development/Package - The package will be circulated to the project team for review. The Consultant shall document the feedback received and incorporate the changes/recommendations in the revised design package, with the updated cost estimation.
- b. Concept Review Meeting - Once the draft design development has been revised to reflect the changes/recommendations from the project team, the Consultant shall facilitate a concept review meeting so as to discuss the updates to the design development package and the cost estimation.

4. Task Four: Draft Report

- a. Draft Report Review Meeting: Once all Project Planning Development Meetings and tasks are complete, the Consultant shall compile a draft report comprising of findings from the study, assessments, possible project designs and, a tiered implementation schedule of the recommended improvements, protocols and procedures for the riverfront. This should include an analysis of all the permitting requirements, as well as inter-agency reviews required for each conceptual design recommendation.
- b. The Consultant shall also develop the overall strategy for each concept; considering maintenance schedules, life expectancy of products, ownership methods, permitting, or public/private partnerships or agreements that would facilitate the realization of any proposed alternative. The draft report will be submitted to the project team for distribution.
- c. The Consultant shall facilitate a Draft Report Review Meeting to explain the conceptual designs and seek feedback from the Authority project team, pertinent City of Albany departments, and selected community stakeholders.
- d. The Consultant shall incorporate all feedback/changes received from this project team meeting into a revised report.

5. Task Five: Final Report

- a. Issue a Final Report to the Authority containing the findings/results of the Feasibility Study which specifically addresses each of the Requirements. Such findings should also include clear

and concise options for any and all applicable State and Federal grant opportunities. The Final Report shall contain/identify the data/documentation/reference on which any and all of the Consultant's findings are based. Additionally, the Final Report shall contain appropriate text, tabulations and illustrations to convey a clear and unambiguous understanding of the Consultant's findings/results, conclusions and recommendations.

- b. Make an Oral Presentation of the findings/results, conclusions and recommendations of the Feasibility Study to Authority staff, pertinent City of Albany departments, and selected community Stakeholders which specifically addresses each of the Requirements. The Final Report needs to meet the requirements by the project team and be accepted by the Authority to qualify for project completion.
- c. 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.
- d. Once the public meeting has been concluded, the Consultant shall coordinate with the project team for one final round of revisions based on feedback from the public meeting. The discussed changes will be incorporated in the Final Report. Once the Final Report is completed it will be submitted to the Authority.
- e. A summary of the public/stakeholder input should be annexed to the report.
- f. Supplemental Material to be submitted by the Consultant shall comprise of the below:
 - i. All materials developed, including any educational material, feasibility studies and reports, lists of dates/sites for outreach programs, drawings, maps, sketches, or photographs. All data provided should incorporate applicable metadata. Original sketches and electronic file copies to be included. Electronic versions shall include both native file formats and Portable Document Format (PDF). All photographs should be labeled and keyed to map, with orientation shown. Databases should be in electronic format. Electronic copies may be submitted via email or on a thumb drive.
 - ii. A final boundary map, with boundaries highlighted in yellow, must be provided. Also include, an as-built and/or as-acquired site map. These items may be prepared on one map. GIS data should be provided electronically and must include metadata (e.g. creation date, author, contact information, source, attribute details, restrictions, etc.).
 - iii. All documents, drawings, specification, related to concept, design development, and final design with appropriate engineering, architecture or landscape stamp as required.
 - iv. Cost estimations developed throughout the process, as well as a narrative detailing how each cost estimate was developed.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period for the service contemplated by this RFP is one (1) year, commencing upon the execution of a contract and expiring One (1) year after the contract's Effective Date. The Albany Parking Authority reserves the right to extend the agreement upon budget and ESD Grant approval. It is expected that the initial final product will be ready to review with the Authority and Stakeholders at the 3-month mark once the BID is awarded and the contract signed.

- 5.2 The selected proposer(s) will be required to execute a contract with the Albany Parking Authority. The Albany Parking Authority will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Please provide a cost proposal for providing all of the services referenced above.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the Albany Parking Authority without prior written consent by the Authority.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the Albany Parking Authority.
- 7.2 Proposals shall be examined and evaluated by the Albany Parking Authority to determine whether each proposal meets the requirements of this RFP. A recommendation will be made to the Executive Director and Board of Directors for a contract award based on the following criteria:
- * Proposer's demonstrated capabilities, professional qualifications, and experience in providing the Reuse and Revitalization of Riverfront Garage and Surrounding Areas Feasibility Study.
 - * The wherewithal of the proposer(s) to render the requested services to the Authority in a timely fashion.
 - * Total proposed cost.
 - * Completeness of the proposal.
 - * Ability to meet the Authority's MWBE participation goals of 30%.
- 7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience in the areas required, quality of the proposal, and the track record of the proposer(s).

SECTION 8: ALTERNATIVES:

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

- 9.1 The selected proposer will be required to defend, indemnify, and save harmless the Albany Parking Authority, its employees 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 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.

SECTION 10: SPECIFICATION CLARIFICATION:

10.1 All inquiries with respect to this Request for Proposals shall be **in writing** directed to the following address:

For project specific clarifications:

Sean Palladino
Associate Director
Albany Parking Authority
25 Orange Street
Albany, New York 12207
Phone:(518) 434-8886
E-mailSPalladino@parkalbany.com

For public procurement process clarifications:

Sevil Barber, Esq.
General Counsel
Albany Parking Authority
25 Orange Street
Albany, New York 12207
Phone:(518) 434-8886
E-mail:SBarber@parkalbany.com

- 10.2 All questions about the meaning or intent of the specifications shall be submitted **in writing no later than May 3, 2022**. Replies will be posted via the Authority’s website: <https://parkalbany.com/bids-rfps>, along with the electronic version of this RFP on **May 9, 2022**. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.
- 10.3 In addition, any changes, additions or deletions to this RFP will also be posted on the Authority’s website: <https://parkalbany.com/bids-rfps>, along with the electronic version of this RFP. Respondents are urged to check the Authority’s website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

OTHER THAN THE CONTACTS IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS

SHALL NOT APPROACH THE AUTHORITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the Authority and promptly thereafter demonstrates to the reasonable satisfaction of the Authority that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at their own expense the following insurance coverage:
- (a) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
 - (b) Commercial General Liability (CGL): A policy or policies of comprehensive general liability insurance of general liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - (c) Errors and Omissions/Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00). Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A"
 - (d) Excess/Umbrella Insurance: A policy or policies of insurance with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.
 - (e) Automobile Liability Insurance: In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.

12.2 Each policy of insurance required shall be in form and content satisfactory to the General Counsel, and shall provide that:

- (a) The Albany Parking Authority is named as an additional named insured **on a primary and non-contributing basis.**
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Albany Parking Authority.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the Albany Parking Authority is given sixty (60) days written notice to the contrary.

12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Albany Parking Authority proof of issuance of all policies of insurance required by the Contract 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, this Contract may, at the election of the Authority, be forthwith 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.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” included with this RFP.

SECTION 14: BIDDER RESPONSIBILITY AND NYS FINANCE LAW CERTIFICATION

14.1 Each proposer shall complete and submit with its, his, or her proposal the “Bidder Certification” and the “Disclosure of Prior Non-Responsibility Determinations” forms included with this RFP.

SECTION 15: PROCUREMENT FORMS AND REQUIREMENTS:

15.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.

15.2 Iran Divestment Act: By submission of a bid in response to this Bid request, ***“each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to***

the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.” The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>. If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.

15.3 Non-Discrimination and Diversity Requirements: As per requirements from NYS, the Authority’s overall goal for MWBE Participation is 30% of the ESD grant amount.

Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the Authority recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of Authority contracts.

In furtherance of these rules and principles, the Albany Parking Authority highly encourages the participation of certified minority and women-owned business enterprises (“MWBE”) at the City of Albany’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The Albany Parking Authority hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation

made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor's obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency."

- 15.4 Public Work: The work conducted by vendor pursuant to this RFP is "public work" as such term is defined by Article 8 of the New York Labor Law, and all labor will be paid at Prevailing Wages in accordance with the Prevailing Wage Schedule ("PWS") to be provided by the Albany Parking Authority. Neither vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in the Article 8 of the New York State Labor Law, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Vendor warrants to comply with all relevant legal requirements, including but limited to the required submission and retention of certified payroll records by vendor and any of vendor's subcontractors.

SECTION 16: SUBMISSION REQUIREMENTS:

- 16.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFP, all proposals shall include the following:
- A) Statement of Qualifications as outlined in Section 3
 - B) Cost Proposal as outlined in Section 6.
 - C) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13
 - D) An acknowledgment of understanding that by submitting a bid the proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 15.2 and the Non-Discrimination and Diversity statement, as outlined in Section 15.3.
 - E) Bidder Responsibility and NYS Finance Law Certification form as outlined in Section 14.
- 16.2 Failure to include all of the above items may result in the proposal being considered nonresponsive.

Please see the below certain forms which must be completed and submitted with your bid to the Albany Parking Authority ("APA").

Bidder Responsibility. Pursuant to State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between the Albany Parking Authority (“Authority”) and an Offeror/bidder during the procurement process. An Offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by the Authority (“restricted period”) to other than designated individuals unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Only email inquiries are allowed. **The designated individuals for this RFP are Sean Palladino, Associate Director of the Authority at Spalladino@parkalbany.com and Sevil Barber, General Counsel of the Authority at sbarber@parkalbany.com.** Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offeror/bidder is debarred from obtaining governmental Procurement Contracts. Additionally, the above law requires certain affirmations to be provided to the Authority by bidders and that certain provisions be contained within any contract/award resulting from this RFP. Specifically, the following forms/information is provided:

1. The Authority must obtain from all Offerors/bidders the required affirmation (“**Compliance with NYS Finance Law §139-j**”) of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The affirmation is provided below and must be completed and returned to the Authority when submitting a bid.
2. The Authority must include a disclosure request (“**Offeror Disclosure of Prior Non-Responsibility Determinations**”) regarding prior non-responsibility determination in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The required form is provided below and is to be completed and returned to the Authority when submitting a bid.
3. The Authority must obtain from all Offerors/bidders a required certification (“**Bidder Certification**”) that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror/bidder must agree to the certification and provide it to the procuring Government Entity. This certification is provided below and must be completed and returned to the Authority when submitting a bid.
4. New York State Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Authority to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.

1. **Compliance with NYS Finance Law §139-j.** Offeror affirms that it understands and agrees to comply with the procedures of the APA relative to permissible Contacts as required by State Finance Law §139-j.

By: _____
Signature

Date: _____

Name: _____

Title: _____

Contractor Name: _____

2. **Offeror Disclosure of Prior Non-Responsibility Determinations.**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the following questions:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No Yes

C. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

D. If you answered yes to questions A thru C, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

E. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

F. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

3. **Bidder Certification**. I certify that all information provided to the APA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____
Signature

Date: _____

Name: _____

Title: _____

Contractor Name: _____

Non-collusion statement. Pursuant to Public Authority Law §2878, each Bidder must complete the attached “NON-COLLUSION PROPOSAL CERTIFICATE PURSUANT TO NEW YORK STATE PUBLIC AUTHORITY LAW § 2878” and submitted with the bidder’s response to this RFP.

**NON-COLLUSION PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE PUBLIC AUTHORITY LAW § 2878**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 bid 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 bid 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)

STATE OF _____)
COUNTY OF _____) SS:

On the __ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this document and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature, the individual or the person/entity upon behalf of which the individual acted, executed this document.

Notary Public

Appendix "A-1"

Riverfront Garage Location Map

