



ParkAlbany

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

**REQUEST FOR PROPOSALS BID 2017-10-13
LANDSCAPE ARCHITECT SERVICES
OCTOBER 13, 2017**

BID DUE DATE: Friday, November 3rd, 2017 @ 2:00 PM EDT

This Bid has been developed specifically for the Albany Parking Authority for landscape architect services and may not be the same as previous requests for proposals. Therefore, all Vendors are urged to review this package in detail before submitting their proposal.

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Section 1: Notice Inviting Bid

- 1.1 NOTICE IS HEREBY GIVEN THAT proposals for landscape architect services, will be accepted at the Albany Parking Authority offices located at 25 Orange Street, Albany, NY 12207-2224 until the date listed below in Section 1.5. This Bid is a competitive process designed to serve the Authority's best interests and to provide vendors a fair opportunity for consideration of their equipment and services. The request is open to all qualified firms and manufacturers able to deliver all required materials and functions specified in this BID. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.
- 1.2 The objective of this BID is to acquire landscape architect services, as identified in this BID. As such, Vendors must include all necessary administrative services as well as equipment. This includes, but is not limited to, preventative maintenance, and major mechanical repairs. All local, state, and federal laws must be adhered to by the selected Vendor. The procurement will be awarded to a single vendor.
- 1.3 All proposals must consist of itemized pricing for services. The Authority reserves the right to accept minor irregularities contained in Proposals and the right to reject Proposals not submitted in compliance with this BID.
- 1.4 **The official responsible for administering this BID, to whom all inquiries and correspondence should be addressed, is:**

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

- 1.5 **Proposal Format - Each Vendor must furnish two (2) hard copies of its proposal to the individual referenced in section 1.4. The proposals must include specifications, summary of work to be performed and total cost, in a sealed envelope, which is clearly marked "Cost Proposal for Albany Parking Authority LANDSCAPE ARCHITECT SERVICES – BID-2017-10-03". Proposals are due Friday, November 3rd, 2017 @ 2:00 PM EDT.**
- 1.6 Costs for developing any Proposal shall be the sole responsibility and shall be incurred at the sole risk of the Vendor, whether or not any award results from this solicitation. The Authority will not be responsible for any such costs or expenses incurred by Vendors under any circumstances.
- 1.7 If there are any discrepancies between the provided hard copies of the completed Proposals, the Authority reserves the right to use the most favorable version in the Authority's opinion as Vendor's response. Proposals received after the designated time will not be opened and will be removed from consideration. Telephone and faxed proposals ***will not*** be accepted. Proposals that are received after the deadline specified in this BID shall be returned unopened; provided, however, that a late Proposal may be considered if it is the only Proposal received. All hard copies and electronic proposals should be mailed or delivered to:

Albany Parking Authority
ATTN: Sean Palladino, Director of Operations
25 Orange Street
Albany, NY 12207-2224

- 1.8 **Communication with Albany Parking Authority staff only:**

IMPORTANT: In order to preserve the fairness to all parties participating in this BID process and to assure all vendors receive equal information, vendors are not authorized to communicate with any Authority staff other than the Authority's Executive Director and Director of Operations regarding the status of this BID, the Authority's decision related to this BID, or other questions related to the BID process, other than as may be expressly permitted herein. Violation of this provision may be grounds for a disqualification of a Vendor.

- 1.9 **Exclusion for Existing Business:** Participating in this BID process does not restrict your day-to-day business or operational communication with the Albany Parking Authority to facilitate pre-existing business matters.
- 1.10 **Questions:** Any questions regarding this BID must be submitted in writing, via email to the official responsible for administering this BID, by **Monday, October 23rd, 2017@ 2:00 PM EDT**. The Authority reserves the right, in its sole discretion, to select the questions to which it will respond, the questions that will be edited, and the questions and responses it will share with other Vendors. All responding Vendors will receive identical listings of questions and answers on the date noted in the Procurement Schedule. Questions will not be accepted or answered in any other manner.
- 1.11 The Albany Parking Authority will contact all Vendors about the status and outcome of the BID process after reviewing all Proposals submitted in accordance with the BID and reaching an award decision. The Authority reserves the right to conduct a bidder's conference as part of the review process.
- 1.12 Oral, telephone, facsimile or telegraphic modifications to a Proposal will not be accepted.
- 1.13 All prices included in the Cost Proposal shall be filled in ink or typed and must give actual cost of each product in line item pricing. Lump sum discounts will not be accepted.
- 1.14 All work to be performed under any contract entered into pursuant to this BID (the "Contract") must be authorized in writing by the Albany Parking Authority prior to the commencement of such work. Any change orders must be authorized in writing by the Albany Parking Authority prior to commencement and signed off by the Executive Director.
- 1.15 Information to be presented with a Proposal must include:
 - a. Vendor's qualifications;
 - b. References and experience
 - c. Procurement schedule;
 - d. Proposed maintenance contract options;
 - e. Proposed warranty language;
 - f. Pricing for all equipment and services required;
 - g. Any such additional information as may be pertinent to provide the Authority with adequate information as to Vendors' ability to furnish the materials and services provided herein.
- 1.16 Any offer submitted by a Vendor as part of a Proposal must remain open and irrevocable for a period of 180 days from the deadline for submitting Proposals stated above.
- 1.17 Any failure to adhere to the provisions set forth in this BID may result in the rejection of a Vendor's proposal. Proposals that are incomplete, conditional, or unclear may be rejected.
- 1.18 Any Vendor may withdraw its bid as stated in Section 6.2.4 at any time before the proposal due date and time established in Section 1.20.
- 1.19 **Anticipated Procurement Schedule**

The anticipated schedule for this procurement is as follows:

Issue RFP	Friday, October 13th, 2017
Project & BID questions submitted to the Authority	Monday, October 23rd, 2017
Answers to submitted questions distributed	Wednesday, October 25th, 2017
Proposals due	Friday, November 3rd, 2017
Award Project	Week of November 6th, 2017

1.20 Evaluation Process

The evaluation process shall begin upon receipt of sealed proposals and continue until a Contract has been awarded or the procurement has been cancelled.

1.21 Evaluation

- a. The Authority will determine the bid submission provided which provides the best value to the APA. The Authority will award to the Vendor with the overall best bid based on the factors listed below:
 - i. The quality of the material and services offered
 - ii. The ability, capacity and skill of the bidder to perform or provide the material or services
 - iii. The capacity of the bidder to perform the Contract or provide the service promptly, within the time specified, and without delay or interference
 - iv. Price: The cost of service programs, warranties, parts costs not covered by warranty, preventive maintenance inspections, fees for maintenance agreements that include parts and labor and ancillary charges for any other necessary equipment or services
 - v. The character, integrity, reputation, judgment, training, experience and efficiency of the bidder
 - vi. The ability of the Vendor to provide such future equipment, including additional upgrades, maintenance or service under this agreement, as may be needed.

1.22 Rule for Award

The Authority will select the proposal best meeting the needs of the Authority from a responsive and responsible Vendor, taking into consideration the factors noted in Section 1.21.

Section 2: Scope of Service

- 2.1 This BID requests proposals from qualified vendors to provide landscape architect services to the Authority. Please note that 3 different garage sites are to be reviewed.
- 2.2 The Authority's goal is to create better pathways to and from each individual garage that are aesthetically pleasing and safe for the public.
- 2.3 The Authority wishes to procure the following landscape architect services:

SUMMARY

Three (3) Albany Parking Authority garages in need of landscape upgrades -

1. The intent of this project is to evaluate pedestrian pathways to and from the parking garages and to contemplate replacing, removing and/or installing new trees/shrubbery/plants, and/or decorative lighting along with murals/paint and/or sidewalks/crush stone at three (3) Albany Parking Authority garage facilities. The project also contemplates the inclusion of park benches.
2. Landscape architectural services are required for the design bid specifications of all proposed work, equipment and materials. This will include but not limited to design plans, financial costs and phases of implementation.
3. Provide a number of visuals of similar type projects prior to developing concepts.
4. Provide at least two concept level design sketches for each parking garage which will include but not limited to cost of implementation and specifics on any recommended installation.
5. Spec sheets to be provided for all materials and equipment in concepts and final design.
6. Services to include RFP or Bid documents for work to be performed to be approved by the authority for distribution.

Garage locations -

Riverfront Garage, 2 Columbia Street
Quackenbush Garage, 25 Orange Street
Green-Hudson Garage, 45 Hudson Avenue

Section 3: BID Content Requirements

3.1 Technical Proposal Requirements

Title Page: Show the Bid number and title, your company name and address, name of the contact person for all matters regarding the BID response, telephone number and Proposal date on the Title Page.

Letter of Transmittal: Each quotation shall include a letter of transmittal that bears the signature and title of an authorized representative of the Vendor. The letter should indicate that all information contained in the proposal is factually true, the Vendor's quotation is a firm offer for a period of at least 180 days and that the Vendor will comply with the terms of the BID. The letter shall indicate the existence and nature of any contemplated sub-binding relationships. Any exceptions or changes to requirements of the BID should be identified.

Contents: Proposal should have numbered pages throughout the document to ease reference work.

Item 1. Vendor Information: The Vendor shall provide a brief description of its organization, including:

- a. Official name of Vendor.
- b. Vendor's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.).
- c. Jurisdiction in which Vendor is organized and the date of such organization.
- d. Address of Vendor's headquarters and of any local office involved in the proposal.
- e. Vendor's Federal Tax Identification Number.
- f. A statement accepting all terms and conditions and requirements contained in the BID.
- g. Name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the Authority, with regard to the BID response.
- h. A statement providing both the Vendor's authorization and request to any persons, firm, or corporation to furnish any information requested by the Authority in verification of your response to this BID.

Item 2. Experience, Expertise and Qualifications:

The proposal shall provide details of the following:

Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to the field described in this RFP.

References. Vendors are to provide a summary of representative current clients with details of the contract and work performed. Vendors must provide a contact person with phone number and email

address for each reference. References should have similar scope, volume and requirements to those outlined in this BID.

Reference information is to include:

- a. Company/Agency name
- b. Contact person (name and title), contact person is to be someone directly involved
- c. Complete street address
- d. Telephone number
- e. Type of business
- f. Dates of service
- g. Contract value

The Authority may also solicit information concerning the Vendor's performance on other contracts in terms of quality of services and compliance with budgets and performance schedules. The Authority may also consider historical performance in contracts entered into between the Vendor and the Authority. The Authority reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process. Vendors assume sole responsibility for any inaccuracies in the contact information provided for references. Incorrect contact information provided for a reference may result in the reference being stricken.

Item 3. Information Regarding: Failure to Complete Work, Default and Litigation: Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation that could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five (5) years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five (5) years? If yes, provide details.
- f. During the past seven (7) years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Authority should be aware?

Item 4. Exceptions, Alternatives, and Amendments: Vendors wishing to take any exceptions or provide alternatives to any requirement in the BID shall state and explain such exceptions or alternatives in this section. The Authority is **under no obligation to accept proposals** which take exception to any requirements in this BID, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Bid.

Item 5. Additional Data: The Vendor may include in this section any additional information that the Vendor wishes to bring to the attention of the Authority that is relevant to this BID.

Section 4. Equipment

Proposals must include a detailed description of the proposed equipment provided.

4.1 Warranty

Equipment/materials shall have maximum warranty on parts and labor offered by the manufacturer. Vendors shall provide a breakdown of warranties provided. These shall include basic warranties.

4.2 Service

(If applicable) Vendor shall provide timely response for any service calls.

Section 5: Cost Proposal Format

- 5.1 Price(s) quoted shall be the total cost the Authority will pay for this project including all other charges.
- 5.2 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.
- 5.3 Proposers must also provide pricing of maximum warranty on parts and labor offered by the manufacturer. Total monthly pricing shall incorporate any warranty costs.
- 5.4 Delivery: Proposal must include all charges to deliver the modular unit to the Authority at 25 Orange Street, Albany NY 12207.
- 5.5 Provide the following:
 - a. Schedule, including length of term, early termination/purchase options and grand total.
 - b. Additional Costs: Disclose any additional out of pocket costs the Authority may incur, including documentation fees, charges due at lease termination, etc.
 - c. Sample Agreement: Provide a sample agreement for review.
- 5.6 Non-Performance: Non-performance by the Vendor will cause damage to the Authority by undermining the Authority's ability to manage the City's parking resources. If the Vendor fails to provide the equipment and services per the schedule provided by the Vendor per Section 1.16(c), the Authority shall have the right to terminate the Contract upon ten (10) business days written notice to the Vendor.
- 5.7 Hold Harmless: To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless, the Authority, its board and council members, officers, employees, agents and volunteers ("Indemnitees"), through legal counsel reasonable acceptable to Authority, from any and all Losses arising out of or relating to any of the following: (i) performance or nonperformance of the Contract by Vendor or its Vendors of any tier; (ii) activities of the Vendor or its Vendors, of any tier; (iii) the payment or nonpayment by the Vendor or any of its Vendors, of any tier; and (iv) any personal injury, property damage or economic loss to third persons associated with the performance or nonperformance by the Vendor or its Vendors, of any tier. However, nothing contained in this provision shall be construed as obligating the Vendor to indemnify any Indemnitee for Losses resulting from the Indemnitee's sole or active negligence or wrongful misconduct. Vendor shall take steps to assure that a right indemnification is included in all subcontracting agreements.
- 5.8 All pricing in Proposals will be used to set the beginning point of negotiation. All final negotiated prices will be stated in the executed purchase agreement upon approval by the Albany Parking Authority.

Section 6: Instruction for Proposal

6.1 Proposals must be in compliance with this BID. Failure to comply with all provisions of the BID may result in disqualification of a Proposal.

6.2 BID Rules

6.2.1 The Vendor is solely responsible to seek clarification, if needed, of any portion of the BID. All requests by Vendors for clarification of the BID must be in writing, via email to the official responsible for administering this BID, by **Monday, October 23rd, 2017 at 2:00 PM EDT**. The Authority will not respond to requests for clarification received after that time. Failure by a Vendor to seek clarification of any portion of the BID shall not relieve the Vendor from its representations as set forth hereinabove nor serve as the basis for any claim by the Vendor that it was mistaken or misled in connection with the preparation of its Proposal.

6.2.2 Interpretations, corrections, and changes to the BID will be made by the Authority through addenda to the BID. Failure of a Vendor to receive a BID addendum shall not entitle the Vendor to an extension of the Proposal due date nor shall it permit the submission of any additional Proposal information after the deadlines set forth in the Proposal due date.

6.2.3 All Proposals must be submitted, filed, made, and executed in accordance with applicable Laws, whether such applicable Laws are expressly referred to herein or not.

6.2.4 All Proposals may be withdrawn at any time upon written notice to the Authority at the place for receipt of Proposals prior to the deadline for submittal of Proposals. Proposals withdrawn prior to the due date for receipt of Proposals may be resubmitted up to the deadline for submission of Proposals.

6.2.5 The Authority reserves the right to waive minor or clerical irregularities, errors or omissions in the information contained in any Proposal or in regard to any Vendor's compliance with Proposal process, and to make all final determinations with respect to the information provided in any Proposal.

6.3 **Response Format:** Vendors should provide responses to all, but is not limited to, all the information inquired in the BID.

6.4 Delivery of Proposal

6.4.1 All Proposals are to be delivered by **Friday November 3rd, 2017 @ 2:00 PM EDT**, to:

Albany Parking Authority
ATTN: Sean Palladino, Director of Operations
25 Orange Street
Albany, NY 12207-2224

6.4.2 The Vendor assumes full and sole responsibility for timely receipt of the completed Proposal at the above-listed location. Proposals that are received after the deadline specified in this BID shall be returned unopened; provided, however, that a late Proposal may be considered if it is the only Proposal received.

6.4.3 Vendor must furnish **two (2)** hard copies of its Proposal.

6.5 Interpretations and Amendments

6.5.1 Nothing stated or discussed orally during any Q&A, interview or other session shall alter, modify, or change the requirements of the BID. Only interpretations, explanations, or clarifications of this BID that are incorporated into a written addendum to this BID issued by the Authority should be considered by Vendors.

6.6 Ambiguity, Conflict, or Other Errors in the BID

6.6.1 If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this BID, it shall immediately notify the Authority of such error in writing and request modification or clarification of the document. The Authority will make modifications by issuing a written amendment. Vendors are responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this BID prior to submitting a Proposal, or any such request shall not be accepted.

6.6.2 The terms Vendor, Proposer, bidder or contractor may be used interchangeably in this BID.

6.7 **Information Provided by Authority:** Information included in or provided with this BID is provided solely for the convenience of the Vendors. No representation or warranty of any kind is made by the Authority as to the accuracy or completeness of the information included in or provided with this BID. Vendors are solely responsible for conducting such independent due diligence investigations as may be necessary for the proper preparation of their Proposal. The Authority and its employees, agents and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this BID process.

6.8 **Cancellation or Modification of Solicitation and Rejection of Any and All Proposals:** The Authority reserves the right, at its sole discretion, to pursue any and all actions it deems in its best interest regarding this Bid, including but not limited to:

- a. Issue Addenda to the BID;
- b. Request additional information and/or clarification from Vendors;
- c. Extend the deadline for submitting proposals;
- d. Withdraw this BID;
- e. Clarify, modify or amend and reissue the BID;
- f. Reject any and all proposals;
- g. Reject or accept proposals that do not fully comply with the requirements of the BID as detailed within this BID, its attachments, addenda, or clarifications;
- h. Reject or accept incomplete proposals, proposals containing errors, inconsistencies, proposals not submitted with the proper number of copies, proposals submitted after the deadline, or proposals with other process or content errors or deficiencies;
- i. Award the Vendor without further discussion or negotiation;
- j. Issue subsequent BID's for the same, similar, or related services;
- k. Amend the agreement resulting from this proposal;
- l. Request final and best offers from one or more bidders;
- m. Negotiate pricing with the highest ranked proposal;
- n. Terminate the agreement resulting from this proposal; and
- o. Take any other action deemed to be in the best interest of the Authority.

6.8.1 The Authority reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Authority. Any such waiver shall not modify any remaining

BID requirements or excuse the Vendor from full compliance with the BID specifications and other contract requirements if the Vendor is awarded the Contract.

- 6.8.2 The Authority reserves the right, after reviewing the Proposals, to waive any informality in the Proposals and to invite those qualified for further negotiation.
- 6.8.3 Receipt of a Proposal by the Authority or submission of a Proposal to the Authority confers no rights upon the Vendor, nor does it obligate the Authority in any manner. The Authority reserves at its sole discretion, the right to determine which Vendors are qualified to submit Proposals.
- 6.9 **Acceptance of Proposals:** The Authority shall review all proposals that are submitted properly. However, the Authority reserves the right to request clarifications or corrections to proposals. For Proposals to be reviewed, the submitting firm must be in good financial standing with the Authority and be current on all licenses and contractual requirements, if any, with the Authority.
- 6.10 **Conducting Investigations/Requesting Supplementary Information:** The Authority reserves the right to conduct investigations with respect to the qualifications, experience and representations of the Vendor and Vendor associates and to require Vendors to supplement, clarify, or provide additional information in order for Authority to evaluate the Proposal submitted. Each Vendor team member, through its request for and receipt of this BID and participation in this BID, consents to such investigations.
- 6.11 **Ownership and Disclosure**
- 6.11.1 Proposals received in response to this BID 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 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, submitted by Vendors becomes a matter of public record upon Notice of Intent to Award the project and as required by applicable law.
- 6.11.2 Notwithstanding the foregoing, Vendors recognize and agree that neither the Authority nor its staff, agents, employees, representatives, nor its advisors shall be responsible or liable in any manner for any losses that a Vendor 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 BID process.
- 6.11.3 All Proposals (other than portions thereof subject to confidentiality, patent or copyright protection) will become the property of the Authority to the fullest extent permissible under applicable law upon submission. Regardless of the outcome of this BID 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.
- 6.12 **Other Instructions to Vendors**
- 6.12.1 **Examination of Documents:** By submitting a Proposal, Vendor represents that it has thoroughly examined and become familiar with the work, products and content required by this BID and that it is capable of performing quality work to achieve the Authority's requirements.
- 6.12.2 **Non Discrimination:** The firm 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.

- 6.12.3. **Notice of Award:** The Authority will inform all Vendors of its intent to award a Contract to the selected Vendor in writing.

Other Information for Proposal Submittals: Vendors are welcome to submit any additional information, functions and/or attachments with their Proposal to enhance the competitiveness of the Vendor in the BID process. All information must relate to and benefit the project and/or its ongoing operations.

SECTION 7: INSURANCE AND SECURITY REQUIREMENTS

- 7.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
 - (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
 - (c) **Automobile Liability Insurance:** A policy or policies with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$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.
- 7.2 Each policy of insurance required shall be in form and content satisfactory to the Albany Parking Authority, 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 Authority.
 - (c) 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.
- 7.3 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 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, 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.

SECTION 8: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

- 8.1 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 that follow this page.

SECTION 9: BIDDER RESPONSIBILITY AND NEW YORK STATE FINANCE LAW §§139-j and 139-k

- 9.1 Pursuant to State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between an Authority (Albany Parking Authority and any other government entity) 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 staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The designated staff members for this RFP, as of the date hereof, are Matt Peter, Executive Director of the Authority, and Sean Palladino, Operations Director of the Authority. 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 the required affirmation 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 attached as Exhibit 1 to this RFP and must be completed and returned to the Authority when submitting a bid.
 2. The Authority must include a disclosure request 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 attached as Exhibit 2 and is to be completed and returned to the Authority when submitting a bid.
 3. The Authority must obtain from all Offerors a required 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 must agree to the certification and provide it to the procuring Government Entity. This certification is attached as Exhibit 3 to this RFP 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 Offeror 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 Offeror in accordance with the written notification terms of this contract.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D; and/or NEW
YORK STATE GENERAL MUNICIPAL LAW SECTION 103-d

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)

(name and title)
(printed name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2017, 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 _____, 2017, 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 _____, 2017, 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 _____

Exhibit 1

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 (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Exhibit 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: _____

1. 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 next questions:

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

No Yes

3. 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

4. If you answered yes to any of the above questions, 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)

5. 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

6. 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)

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

Exhibit 3

Offeror Certification:

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____
