



# **ParkAlbany**

**Albany Parking Authority**

**25 Orange Street**

**Albany, NY 12207-2224**

**REQUEST FOR PROPOSALS BID 2018-03**

**Structural Engineering Services**

**June 15, 2018**

**BID DUE DATE: Wednesday, July 18, 2018 @ 2:00 PM EDT**

This RFP has been developed specifically for the Albany Parking Authority for Structural Engineering 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.

## SECTION 1: PURPOSE

- 1.1 The Albany Parking Authority hereby requests proposals from qualified engineers and engineering firms to provide professional structural engineering services relative to the evaluation of publically owned buildings/structures located in the City of Albany. The services include evaluating buildings/structures for structural stability and outlining remediation recommendations to the Albany Parking Authority. Minority Business Enterprises and Women’s Business Enterprises are strongly encouraged to submit proposals.
- 1.2 Anticipated Procurement Schedule:
- |   |                           |
|---|---------------------------|
| Issue RFP                               | Friday, June 15, 2018     |
| Pre-Bid Meeting                         | Friday, June 29, 2018     |
| Questions Submitted                     | Thursday, July 5, 2018    |
| Questions & Answers Posted              | Tuesday, July 10, 2018    |
| Proposals Due                           | Wednesday, July 18, 2018  |
| Award Project                           | Wednesday, July 25, 2018  |
| Condition Assessment/Remediation Report | Wednesday, August 1, 2018 |
| Construction Bid Docs                   | Wednesday, August 8, 2018 |

## SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the proposal must be received in a sealed envelope marked “Proposal Enclosed – “Engineering Services” no later than **July 18, 2018 at 2:00p.m.** at the following address:

Matthew Peter, Executive Director  
Albany Parking Authority  
25 Orange Street  
Albany, NY 12207-2224  
(518) 434-8886  
[MPeter@parkalbany.com](mailto:MPeter@parkalbany.com)

Inquiries and correspondence related to this RFP should be addressed to Mr. Peter (at the address above), and if Mr. Peter is not available, please contact:

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

- 2.2 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.

- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the Authority to reimburse any 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.
- 2.4 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.
- 2.5 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, and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The Albany Parking Authority reserves the right to award the contract, in whole or in part, to one or more firms and individuals.
- 2.7 Any award of the structural engineering services work shall be conditioned on the later execution of a formal written contract with such terms and conditions as determined in the sole discretion of the Albany Parking Authority. 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.

### **SECTION 3: QUALIFICATIONS OF PROPOSER**

- 3.1 Each proposer shall provide a statement of qualifications including:
  - a. A brief history and description of the person(s) or entity/firm submitting the proposal.
  - b. Identification of the professional staff members who will be assigned to this engagement if the proposal is selected. Include a resume for each such professional staff member which details qualifications, years and types of experience, educations, 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 proposal is selected.
  - c. At least three (3) references, including addresses and telephone numbers.
  - d. A signed cover letter from a person who is authorized to make representations to bind the person or entity/firm submitting the proposal.
  - e. A summary of Proposer's general experience in engineering services and specific experience as a NYS Licensed Structural Engineer with no less than 5 years' experience as a licensed professional.
  - f. Any additional information which would serve to distinguish the person or entity/firm from other person(s) or entities/firms submitting proposals, such as examples of work similar to the scope of services contemplated by this RFP, any special expertise or experience of the person or entity/firm, etc.
- 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**

- 4.1 Evaluation of specified Buildings/Structures within time period specified by the Albany Parking Authority. The intended term of the contract resulting from this RFP will be one (1) year, commencing on/about July 25, 2018 with five (5) one (1) year options to extend, contingent on APA budget approval. The Authority reserves the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice to the selected proposer.
- 4.2 Upon evaluation of specified buildings/structures, Engineer shall submit a written condition assessment/remediation plan to the Authority including, but not limited to, the following information: overall physical condition of structure; areas of specific concern, and recommendations for remedial action to include schedule of corrective action to render structure safe (i.e. partial stabilization or removal of building/structure). The condition assessment/remediation report is required to be completed by **Wednesday, August 1, 2018**.
- 4.3. Based on the written plan developed in 4.2 above, Engineer shall draft a Request for Proposal (“RFP”) and other related document which can be issued by the Authority in seeking bids from construction vendors for completing the recommended remediation/repairs.
- 4.4 Assist the Authority with evaluation of the bids received in response to the RFP referenced in 4.3 above, and drafting a contract to be used with the construction vendor selected by the Authority to perform the remediation/repair work (“Construction Vendor”). The contract shall be based on a standard AIA form.
- 4.5 Provide engineering/architectural services in overseeing/managing the remediation/repair work conducted by the Construction Vendor pursuant to the contract.
- 4.6 Final monitoring and report prepared and submitted to the Albany Parking Authority.
- 4.7 Periodic monitoring of the stabilization project when necessary.
- 4.8 Provide consultation for other building-related/parking lot matters as deemed necessary by the Albany Parking Authority.

## **SECTION 5: COST PROPOSAL**

- 5.1 Provide the basic fee(s) which you propose to charge for the services requested in Section 4 above. The fee(s) may be stated as a “lump” sum, a flat “per service” charge, an “hourly” fee, or any combination thereof.
- 5.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the Albany Parking Authority without prior written consent by the Authority. Please note that the Authority, absent exceptional circumstances, is not expecting to be incurring additional fees beyond those which are identified by bidders in their proposal pursuant to sections 5.1 and 5.2 of this RFP.
- 5.3 The selected proposer shall submit itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the Albany Parking Authority in order to process payment.

## **SECTION 6: CONTRACT**

- 6.1 The selected proposer(s) will be required to execute a contract with the Albany Parking Authority. A sample Professional Services Agreement is available upon request. The term of the contract will be one (1) year, commencing on/about July 25, 2018 with five (5) one (1) year options to extend, upon budget approval. Note that the contract will require that the selected proposer provide the Authority with the cost estimate for each subsequent option year on or before each April 1<sup>st</sup>. Any cost increase in the cost estimate for subsequent option years (as compared to the initial year's cost) must be explained and justified in writing to the Authority at the same time as the cost estimate is provided. The Authority reserves the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice to the selected proposer.

## **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 for a contract award based on the following criteria:
- \* Proposer's demonstrated capabilities, professional qualifications, and experience in the field of structural engineering.
  - \* 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.
- 7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required 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 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.

## **SECTION 10: SPECIFICATION CLARIFICATION**

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to:

Matthew Peter  
Albany Parking Authority  
25 Orange Street

Albany, NY 12207-2224  
(518) 434-8886  
[Mpeter@parkalbany.com](mailto:Mpeter@parkalbany.com)

If Mr. Peter is unavailable, inquiries and correspondence should be addressed to:

Sean Palladino  
Albany Parking Authority  
25 Orange Street  
Albany, NY 12207-2224  
(518) 434-8886  
[Spalladino@parkalbany.com](mailto:Spalladino@parkalbany.com)

- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda posted on the Authority's website at <http://www.parkalbany.com>. 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 and posted on the Authority's website will be binding. Oral or other interpretations or clarifications will be without legal effect.

## **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. Thereafter, that proposer may 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 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 three million dollars (\$3,000,000) per occurrence.
  - (c) **Errors and Omissions Insurance:** A policy or policies of errors and omissions insurance. 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) **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.

(e) **Professional Liability Insurance:** A policy or policies with limits of not less than one million dollars (\$1,000,000).

12.2 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.

12.3 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 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT**

13.1 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 14: BIDDER RESPONSIBILITY AND NEW YORK STATE FINANCE LAW §§139-j and 139-k**

14.1 Pursuant to State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between a 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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018, 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_