

**VILLAGE OF COOPERSTOWN**  
**REQUEST FOR PROPOSALS**  
**PARKING STUDY FOR THE VILLAGE OF COOPERSTOWN**  
**RFP #2016-1**

**SECTION 1: INTRODUCTION**

- 1.1 The Village of Cooperstown has issued this Request for Proposals (“RFP”) seeking a professional consultant to provide a parking study that analyzes the existing parking infrastructure within and immediately adjacent to the Village and propose solutions to address parking needs.

The Village of Cooperstown serves as a tourism, employment and government center. Located within the Village limits are the National Baseball Hall of Fame, the regional Bassett Medical Center, the county seat for Otsego County, and a nationally known resort hotel, the Otesaga. Immediately outside the Village limits are the Fenimore Art Museum, the Farmers’ Museum, the home office for the New York State Historical Association, and the SUNY-Oneonta Cooperstown campus.

Pressure for on-street parking in Cooperstown has become particularly acute during the summer months when large numbers of tourists enter the village in addition to the employees of the above mentioned institutions. The Village has coped with the increasing traffic congestion and inadequate in-town parking by placing time restrictions on many streets and encouraging visitors to utilize three all-day perimeter parking lots served by a trolley system. With federal assistance, the Village has made a substantial financial investment in its perimeter parking lot/trolley system.

The Village has additionally come to depend on revenue from paid parking in the centrally located Doubleday Field Parking lot and on-street within and adjacent to the business district. Annually paid parking, in effect from May through October, contributes approximately \$385,000 to the Village’s general fund, a figure equivalent to almost a quarter of that from property taxes. A downtown parking permit, available to anyone regardless of residency, allows regular users to bypass pay and display machines when parking downtown for a limited time or in specific lots. At present the Village has not petitioned the state legislature to enact residential parking permits for areas outside the business district.

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON FEBRUARY 22, 2016 AT 1:00 pm IN THE VILLAGE OFFICES, 22 MAIN STREET, COOPERSTOWN, NY. This will be the only scheduled conference. It is not required that proposers attend this conference.

(d) Identification of areas where parking surpluses exist

#### 2.4 Task 3—Recommendations

Develop recommendations for new strategies to mitigate parking deficiencies or provide and promote optimal conditions for continued growth and development in a manner that is consistent with public interest

Specifically, the Offeror should address the following issues:

- (a) Appropriate time limits for parking in various zones within the village
- (b) Employee parking downtown and in the areas surrounding the Bassett campus and the Otesaga
- (c) Ways to maximize revenue, while minimizing negative impacts, of paid parking at current or future metered spaces, including seasonality, duration, and time of day
- (d) Parking for boat trailers
- (e) Parking on narrow streets, particularly Walnut, Susquehanna, and Beaver Streets
- (f) Increased usage of peripheral lots
- (g) Improving information about parking
- (h) Need for residential parking permits in addition to the current downtown permit system

Deliverables:

- a) Recommendations addressing, at minimum, the issues described above
- c) A model that analyzes the potential revenue and expense scenarios that could result if the Village adopted any of the proposed recommendations
- d) A map of proposed parking “zones” by block based on paid/unpaid, rate, duration allowed, and whether downtown or residential parking permits should be permitted

### **SECTION 3: RECEIPT OF PROPOSALS**

3.1 Eight (8) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:00 p.m. March 1, 2016, at the following address:

Teri L. Barown, RMC  
Village Clerk  
Village of Cooperstown  
22 Main Street  
Cooperstown, NY 13326

3.2 The Proposal submitted by the individual Proposer(s) is the document upon which Village of Cooperstown will make its initial judgment regarding the Proposer’s qualifications, understanding of the Village’s scope and objectives, methodology, and ability to complete services under the contract.

## **SECTION 2 – SCOPE**

2.1 The Village intends to award a contract to the Offeror with proven experience in conducting and drafting parking studies and whose proposal is deemed to be in the best interest of the Village. The Offeror will:

- 1.) Seek input from and coordinate review and assessment efforts with the Streets Committee, including regular verbal or emailed status reports
- 2.) Attend a minimum of two meetings with Village officials in Cooperstown before the final study is completed
- 3.) Plan and execute one public information session/open house before the final study is completed
- 4.) Complete a parking study, with a draft due on October 1, 2016 and a final version (10 hard-copies and an electronic copy) due on November 15, 2016, that addresses the following:

### 2.2 Task 1—Inventory

- a) Inventory of on-street parking in the area defined by: eastern boundary-River Street, western boundary-Grove/Maple Street, southern boundary-Walnut Street, northern boundary-Otsego Lake (see attached map)
- b) Inventory of municipal and certain privately owned parking lots: Doubleday Field Lot, Fowler Way Lot, Blue Lot, Red Lot, Yellow Lot, Lakefront Park upper lot, Fish Road, and Russo Lot on Chestnut Street

#### Deliverables:

- a) Written inventory documenting number of spaces, paid/unpaid, permitted duration, etc.
- b) A map of existing parking “zones” by block based on paid/unpaid, permitted duration, etc.

### 2.3 Task 2—Current Usage

Document current parking usage in the area defined above during periods of good weather  
(a) in April or May before Memorial Day weekend on three different weekdays and one Saturday, and

(b) daily for one week (seven days) in early August

In documenting current usage, the village is interested in information concerning:

- (a) Turnover/parking duration
- (b) In-state vs. out-of-state usage based on license plates
- (c) Use of downtown parking permits
- (d) Location and parking duration of boat trailers, RVs, buses and other oversized vehicles

#### Deliverables:

- (a) A written analysis by block and lot of current parking usage based on factors above
- (b) Identification of periods of peak demand
- (c) Identification of periods of minimal utilization

- 3.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Village of Cooperstown to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the Village, or for participating in any selection interviews.
- 3.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 3.5 Village of Cooperstown reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 3.6 Village of Cooperstown reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 3.7 Village of Cooperstown may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 3.8 Proposals will be examined and evaluated by the an evaluation committee as outlined in Section 8.2 of this RFP.
- 3.9 During the evaluation of Proposals, the Village may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

#### **SECTION 4: QUALIFICATION OF PROPOSER**

Provide a statement of Proposer qualifications including:

- 4.1 Provide the name, a brief history and description of your firm. Include your firm's most recent annual report.
- 4.2 Identify your firm's professional staff members who will be involved in the Village engagement and the experience each possesses and the location of the office from which each works.
- 4.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 4.4 Detail your firm's experience with **conducting and developing municipal parking studies that have been successfully implemented.**
- 4.5 Provide at least three (3) references from similar projects including name, addresses and telephone numbers.
- 4.6 Provide any additional information that would distinguish your firm in its service to Village of Cooperstown.

4.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) and Bidder Qualitification Questionnaire with the Proposal.

4.8 In addition, Village of Cooperstown may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the Village , within five (5) days of a request, all such information and data for this purpose as may be requested. The Village reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the Village that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

#### **SECTION 5: TERM OF CONTRACT:**

5.1 The contract period shall be from the date of contract execution until completion of all work under this contract.

5.2 The successful Proposer shall execute a contract with the Village of Cooperstown in substantial conformance with this RFP as prepared and approved by the Village Attorney.

#### **SECTION 6: COST PROPOSAL:**

6.1 Submit a cost proposal for the services described above in Section 3, Scope of Services, and on the Cost Proposal Form included herein.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

6.3 Provide any other relevant information that will assist the Village in evaluating your Proposal.

#### **SECTION 7: PROPOSAL SUBMISSIONS**

7.1 In order for the Village to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the Village’s evaluation process:

##### **SECTION I:**

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

**SECTION II:**

Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the Village engagement must be included in this section.

**SECTION III:**

References - The References section must include references from similar type projects.

**SECTION IV:**

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service.

**SECTION V:**

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer’s plan to carry out the requested service. Any cost proposal forms furnished by the Village must be included in this section.

**SECTION VI:**

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment “A”), Acknowledgment by Proposer (Attachment “B”), Vendor Responsibility Questionnaire (Attachment “C”), and Iran Divestment Act Statement (Attachment “D”).

**SECTION 8: PROPOSAL EVALUATION**

8.1 Proposals will remain valid until the execution of a contract by Village of Cooperstown, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Village of Cooperstown Board of Trustees, and the Village Clerk (Purchasing Agent). Proposals shall be evaluated based upon the following:

<i><b>CRITERIA</b></i>	<i><b>WEIGHT</b></i>
Proposer’s Comprehension of the required (work) Scope of Services	20 %
Professional Qualifications and Prior experience in similar projects	20 %
Total Proposed Price which must include all expenses 25%	20 %

Proposer's demonstrated capabilities (equipment, financial solvency, location)	10 %
Client References	10 %
Staffing (Evaluation of Employees' Resumes)	20 %

8.3 Proposals will be examined and evaluated by the criteria outlined above with the advice of the Village of Cooperstown Purchasing Agent (Village Clerk) to determine whether the requirements of this RFP are met and to make a recommendation to the Village of Cooperstown Board of Trustees for a contract award.

8.4 A notice of contract award shall not be binding upon the Village until the contract has been fully executed by both parties

**SECTION 9: ALTERNATIVES**

9.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

**SECTION 10: INDEMNIFICATION**

10.1 The successful Proposer shall defend, indemnify and save harmless the Village, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

**SECTION 11: SPECIFICATION CLARIFICATION**

11.1 All inquiries with respect to this Request for Proposals must be directed to the Village of Cooperstown as follows:

Teri L. Barown, RMC  
Village Clerk/Purchasing Agent  
Village of Cooperstown  
22 Main Street  
Cooperstown, NY 13326  
(607) 547-2411 – phone  
(607) 547-5487 – fax  
[vcooperstown@stny.rr.com](mailto:vcooperstown@stny.rr.com) - email

11.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions

received less than four (4) days prior to the date of submission of Proposals will not be answered. The Village will be bound only by responses given by formal written Addenda.

- 11.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach Village employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

## **SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 12.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals 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.
- 12.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer who files a duly signed written notice with the Village and promptly thereafter demonstrates to the reasonable satisfaction of the Village 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 making a further or additional proposal on the work contemplated by this RFP.
- 12.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the Village Clerk; otherwise, Proposals remain in effect consistent with the terms of this RFP.

## **SECTION 13: PROPOSAL SECURITY**

- 13.1 No proposal security is requested for this Proposal.

## **SECTION 14: INSURANCE AND SECURITY REQUIREMENTS**

- 14.1 The successful Proposer will be required to procure and maintain at its own expense, pursuant to the attached Insurance Requirement Schedule adopted by the Village of Cooperstown Board of Trustees.
- 14.2 Each policy of insurance required shall be of form and content satisfactory to the Village of Cooperstown
- (a) Village of Cooperstown shall be named as an additional insured on all liability and professional liability policies. **Proposal number must appear on insurance certificate.**
  - (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Village of Cooperstown. It shall be automatically renewed upon



expiration and continued in force unless Village of Cooperstown is given at least thirty (30) days written notice to the contrary.

14.3 No work shall be commenced under the contract until the successful Proposer has delivered to the Village Clerk or her designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the Village, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Village for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the Village, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

#### **SECTION 15: REMEDY FOR BREACH**

15.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the VILLAGE all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the VILLAGE to procure a substitute contractor to satisfactorily complete the contract work, together with the VILLAGE's own costs incurred in procuring a substitute contractor.

#### **SECTION 16: INTERPRETATION**

16.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this BID/RFP/RFQ, and/or, the Agreement (between the Village and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP, RFQ, RFB; 3) the Contractor's proposal or bid.

#### **SECTION 17: NON APPROPRIATIONS CLAUSE**

17.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Village for payment under this Agreement. The Village will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Village of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### **SECTION 18: IRAN DIVESTMENT ACT OF 2012**

Pursuant to the Iran Divestment Act of 2012 and General Municipal Law Section 103-g public contracts cannot be awarded to certain entities invested in the Iranian energy section. Your proposal

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submission must include the signed statement regarding this act (included with this RFP). Any bid submitted without this signed statement may not be considered for award.