REQUEST FOR QUALIFICATIONS (RFQ)

DESIGN BUILD SERVICES FOR A PUBLIC SKATEBOARD PARK
(Genoveva Chavez Skate Park)

RFP No.: ‘16/11/QB

October 2015

Prepared by:
City of Santa Fe, NM
Public Works Department /Facilities Division

<table>
<thead>
<tr>
<th>Deadline for RFQ submittal questions</th>
<th>Date: Monday, October 19, 2015, 3:30 P.M.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Submittal Date</td>
<td>Date: Monday, October 26, 2015, 2:00 P.M.</td>
</tr>
</tbody>
</table>
REQUEST FOR QUALIFICATIONS

The City of Santa Fe is requesting Qualifications from Design Build (DB) firms/teams for the design and construction of a custom, in-ground and/or above-ground poured-in-place concrete Public Skateboard Park located in Santa Fe, NM. The proposed location is at the approximate northwest corner of the Genoveva Chavez Community Center. The project is funded through the 2012 General Obligation Bond.

The Request for Qualification (RFQ) from Design Build (DB) firms/teams will be accepted by the City of Santa Fe with five (5) bound originals delivered in a sealed envelope, to the City of Santa Fe Purchasing Office at 2651 Siringo Rd., Building “H”, Santa Fe NM 87505, until 2:00 P.M. local prevailing time, Monday, October 26, 2015. Any Qualifications received after the deadline will not be considered.

The City will select qualified Design Build (DB) firms/teams to bid on the project described below. Criteria for qualification will be based on the following items. Failure to submit any one of the items as described in section VI. EVALUATION CRITERIA may result in disqualification. Items listed in section VI. EVALUATION CRITERIA will be assigned a weighted value. Design Build (DB) firms/teams who meet 90% of the total possible 100 points will be qualified to bid. The bid period will immediately follow the City’s prequalification of DB firms/teams. Local and State preferences will be applicable to the subsequent RFP.

I. PROJECT DESCRIPTION SCOPE AND BUDGET:

As the budget allows, the project will include the design, development and construction of a new, approximately 12,000 square foot hybrid style skate park facility. The City of Santa Fe, NM anticipates an estimated project cost and budget of $515,000. It is proposed that this facility shall provide street-style elements, obstacles and terrain, and transitional style elements and terrain. The skate park design will include an integrated mixture of elements and have a defining signature element that identifies the facility as unique and one-of-kind, custom, in-ground and/or above-ground poured-in-place concrete Skateboard Park as determined acceptable by the City and the community involvement process. The skate park shall also be designed and constructed to accommodate use mainly by skateboarders, with other expected users being in-line skaters and free-style BMX bikes. The design will be predominately concrete with other acceptable materials on wear features and non-skate elements. The skate park shall be incorporated and integrated into the existing site. The newly designed skate park shall make use of the existing terrain into the skate features and surroundings as much as possible, while providing a public park that is inherently highly functional and an aesthetically pleasing environment. As applicable, the design will also focus on the aspects of an environmentally sustainable development and consider the connection to the adjacent areas. The Design/Build Team shall conduct informational gatherings and public meetings with citizens and the skate community to aid in the design, and other public meetings to present potential design considerations before construction.

The work to be done under the design-build contract includes:

A. Design:

This work includes the preparation, presentation and delivery of all conceptual and final design documents for the project including permits and clearances, specifications, and material quantities. Additionally there will be input and informational data gathering from the public and the skate community for design input.
It is anticipated that the Project may require and include the involvement of the following in varying degrees: surveying, civil engineering, geo-technical and hydrological, mechanical (plumbing), structural, electrical and landscape architectural professionals. The final design documents must be reviewed and approved by the City prior to start of construction activities.

B. Construction:

This work will consist of all aspects required for the construction of the skate park features and amenities which are anticipated to include excavation, earthwork and grading; drainage, and erosion control, electrical utilities, parking, potable water, shade structures, tables, benches, bike racks, landscape, irrigation and lighting, and ADA accessibility.

The design and construction of all improvements shall be based on the most current ASTM standard guidelines and best appropriate methodologies, principles and practices that provide for an appropriate, cost-effective and well-documented solution to meet user-requirements and compliance with all applicable regulations.

As appropriate and as the design allows, the design will also include the principles and practices of Sustainable Design and Construction techniques that include the use of recycled materials that are feasibly allowed and will not adversely affect the overall quality of the project.

As appropriate, the use of storm water management techniques shall also be included in the design to capture and manage storm water and make available for the surrounding landscape.

C. Project Management:

The DB firm/team will provide all required construction administration and observation services necessary, but not limited to the following:

Coordinating and communicating the site development and construction progress with the City representative(s) and other entities as requested;

Administering the site development, construction and payment processes in a manner appropriate to comply with all local and state laws and requirements;

Overseeing all work required for a complete skate park including permits, inspections, testing of materials, code requirements and all other necessities or requirements for the City’s acceptance of the Skateboard Park;

Perform a complete closeout of the Skateboard Park including development of punch-list items and a two (2) year full warranty shall be provide to the City at the completion of the contract. The DB firm/team will also provide appropriate manufacturers’ certifications and warranties, as applicable;

The DB firm/team shall supply the City a signed and sealed set of “As-Built” construction documents, specifications, and any applicable operations and maintenance manuals for the Skateboard Park at the conclusion of construction in both hard copy and electronic format. Format shall be provided in both “.dwg” and “.pdf” formats as appropriate.
D. Project Exhibits:

Project location map, existing conditions & existing utilities - Exhibit “A”
FEMA flood map - Exhibit “B”
Google area images - Exhibit “C”, “D”, & E

II. REQUIREMENTS FOR DESIGN BUILD FIRM/TEAM:

It is not the intention of the City to receive project specific design or engineering recommendations as part of this RFQ. Offeror’s should limit their submittals to the information required by this RFQ and other information regarding qualifications and experience. Cost information shall not be submitted in the Statement of Qualifications (SOQ).

Offeror’s are advised to submit enough information to enable the City to fully ascertain each Offeror’s capability to perform all of the requirements contemplated by this RFQ. The information submitted with each RFQ should be complete and concise, and not overly elaborate. Materials not required by this RFQ such as company brochures, promotional brochures are discouraged.

Information requested in this RFQ is for informational purposes, and parts of this information will be used in the qualitative analysis of the SOQ’s. The City will initially review SOQ’s on a pass/fail basis. The purpose of this initial review is for the City to determine whether the SOQ, on its face, and is responsive to this RFQ. An SOQ will be, on its face, responsive to this RFQ if it appears to include all of the components of information required by this RFQ in the manner required by this RFQ. This initial pass/fail review does not include any qualitative assessment as to the substance of the information submitted. Those SOQ’s that pass the pass/fail review will then be reviewed on a qualitative basis according to the criteria specified.

If the Offeror submits information in its SOQ that it believes to be confidential business information that it wishes to protect from disclosure, the Offeror shall mark such information as “Trade Secret”, “Confidential” or “Proprietary” and any financial records provided by the Offeror shall be submitted in a separate sealed envelope clearly identified, labeled and addressed in the same manner specified for the Design-Build Prequalification Application.

The City expressly acknowledges that the documents marked "Trade Secret", "Confidential" or "Proprietary" constitutes trade secrets and will not be deemed public records and the City agrees to safeguard the documents, and all information contained therein, against disclosure to the fullest extent permitted by law. However, in the event of arbitration or litigation, the documents shall be subject to discovery, and the City assumes no responsibility for safeguarding the documents unless the Offeror has obtained an appropriate protective order issued by the arbitrator or the court.

The selected DB firm/team will lead a public review process as part of the design effort, thus allowing public input as to the design of the Skateboard Park. This will include attending all public input meetings, meetings with City staff, the Parks and Recreation Advisory Committee, and the City Council for approval of a conceptual design before completing any construction documents.

The selected DB firm/team will propose a Guaranteed Maximum Price (GMP) for the construction of the Skateboard Park, which is within the project budget that will be included in the contract awarded.
The selected DB firm/team will work with City staff to ensure the feasibility and constructability of the Skateboard Park design, and to assist in bringing the estimated construction cost within the proposed $515,000 project budget.

The portions of the plans that only a licensed design professional may produce shall be sealed by the appropriate professional - Architect, Engineer, or Landscape Architect licensed in the State of New Mexico.

The selected DB firm/team must comply with all applicable local, state, and federal laws during the design and construction phase. The Architect and/or Engineer member of the selected DB firm/team will prepare construction documents for the project and has full responsibility for complying with all the codes and requirements within of the state of New Mexico, and all local codes and requirements within the city of Santa Fe, New Mexico.

The selected DB firm/team is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the design, documentation, construction, rehabilitation, alteration, or repair of the facility at the contracted price as a general contractor and provides consultation to the City regarding all phases of the design and construction of the Skateboard Park.

III. QUALIFICATIONS BEING SOUGHT

The DB firm/team shall demonstrate the capability to perform the DB services specified herein based upon successfully completed similar projects (in scope and budget) without legal, technical, or safety problems. The DB firm/team is expected to be predominately or exclusively engaged in designing and constructing premier-grade skate parks.

The DB firm/team shall demonstrate the capability to provide the resources including financial, equipment, and the staffing necessary to meet the project requirements within the anticipated schedule and budget for this project.

The DB firm/team shall include recent (within the last three (3) years) and past (within the last eight (8) years) performance on similar projects with other municipalities on design and construction of publicly funded projects. It shall provide the name of the project, contract number (if applicable), the owner’s contact information (Construction Manager or Engineer name, phone number, e-mail address), and project number. If the owner's contact is no longer with the owner, provide an alternative contact at the agency that is familiar with the project. The alternative contact must have played a leadership role for the owner during the project.

The DB firm/team shall include qualifications and experience of the DB firm/team members proposed to manage the project as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in and assigned to this project shall be submitted with their role clearly indicated in the SOQ.

The DB firm/team shall demonstrate knowledge of current skate park construction methodologies and technology (including warranty item management).

IV. AMENDMENTS TO THE RFQ:

Changes, amendments, addenda to the RFQ will be posted on the city’s web site.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ. Changes to the RFQ, if any, will be made in writing only.
V. OWNERSHIP AND LICENSES

In accordance with New Mexico law, Offeror acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property of the New Mexico Local Government Code. Thus, no such local government records produced by or on the behalf of Offeror pursuant to this Contract shall be the subject of any copyright or proprietary claim by Offeror.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Offeror acknowledges and agrees that all local government records as described herein and produced in the course of the work required by any Contract awarded pursuant to this RFQ or forthcoming RFP will belong to and be the property of the City. Offeror, if awarded the subsequent Contract, will be required to turn over to the City, all such records as required by said Contract. Offeror, if awarded the subsequent Contract, shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Offeror, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

VI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all SOQ’s properly submitted in response to this RFQ. A selection committee will perform this evaluation. Within thirty (30) calendar days after the due date of the Submittals, the City will evaluate and rank each Submittal based on the criterion set forth herein and shall qualify a maximum of five (5) Respondents to participate in Phase Two of the selection process.

The City will consider the background, experience, qualifications, and capability of the DB firm/team to provide comprehensive design and construction services as well as Respondent’s project understanding and approach. Respondents should provide information regarding specific quality experience with projects of a similar nature and as per the following:

1. General Background, Experience, Qualifications, and Capabilities (Maximum 20 Points)
   a) Number of previous projects DB firm/team has accomplished together as a team. - (5 points)
   b) Prime Contractor, Skate Park Designer, and Skate Park Contractor experience designing and/or constructing quality work including types of projects, number of years in business, and number of years any other DB team subs have been in business. - (5 points)
   c) Current business organizational structure of each team member including a team organizational chart, relationship of firms (if proposing as separate companies or under a joint venture), proposed work plan, and staffing plan including major sub-contractors. - (5 points)
   d) Identification, qualifications, and experience of key personnel including resumes of individuals listed on the team organizational chart. - (5 points)
2. Skate Park Designers Background, Experience, Qualifications, and Capabilities (Maximum 30 Points)

   a) Describe the professional philosophies of the DB firm/team’s skate park designer with a focus on how those philosophies will be applied to this project. Specifically address how these philosophies apply to the site, as well as the general trend of current skate park design. Describe the DB firm/team’s qualifications and experience in understanding and designing skate parks. - (5 points)

   b) List membership in any professional organizations related to this specialty and to construction. - (5 points)

   c) Identify at least four (4), but no more than six (6) comparable projects designed by the skate park designer with preferably at least two (2) projects with a Fixed Budget Contract. For each project indicate:

      i. Description of the project using photographs, project descriptive narratives, letters of recommendation, project awards, etc. - (4 points)
      ii. Describe role in project (Specify whether the Skate Park Designer, or Skate Park Designer and Builder, or Prime Contractor and Skate Park Designer and Skate Park Builder) etc. - (4 points)
      iii. Project’s original probable estimate of construction cost and final construction cost including total square footage of the skate park. - (4 points)
      iv. Project schedule of phases and actual completion of phases (if late, explain cause). - (4 points)
      v. Project owners and reference information (at least two current names with a telephone number and/or email address per project). - (4 points)

3. Skate Park Contractor Background, Experience, Qualifications, and Capabilities (Maximum 30 points)

   a) Describe the professional philosophies of the DB team/firm’s skate park Contractor with a focus on how those philosophies will be applied with respect for the trend of current skate park construction, as well as professional standards, organizations’ standards (i.e. ASTM, ACI, AWS, etc.) for quality construction. Describe qualifications and experience in understanding and installing quality skate park construction. - (5 points)

   b) List membership in any professional organizations related to this specialty and to construction. - (5 points)

   c) Identify at least four (4), but no more than six (6) comparable projects in which the skate park Contractor was part of a DB firm/team with preferably at least two (2) projects with a fixed budget Contract. For each project indicate:

      i. Description of the project using photographs, project descriptive narratives, letters of recommendation, project awards, etc. - (2 points)
      ii. Role of the firm. Specify whether Skate Park Designer, or Skate Park Designer and Builder, or Prime Contractor and Skate Park Designer and Skate Park Builder. If part of DB firm/team, or Prime Contractor, identify the percent of work self-performed. Also specify services provided during each phase. - (2 points)
      iii. Project’s original probable estimate of construction cost and final construction cost including total square footage of the skate park. - (2 points)
      iv. Project schedule of phases and actual completion of phases (if late, explain cause). - (2 points)
v. Project owner and reference information (at least one current name with a telephone number and/or email address per project). - (2 points)

d) Construction management approach and ability to coordinate work with all designers, sub-Contractors and suppliers. - (5 points)

e) Offeror shall provide its safety record for the most recent three-year period, providing an average experience modification rate, an average total recordable injury/illness rate, and average lost work rate. Include information on citations and assessed penalties. Offeror shall submit a summary of the Proposers worker safety program which shall include a description of how the Proposer will provide protection to prevent damage, injury, or loss to employees of the Proposer and its Sub-consultants and Sub-contractors and other persons who are on the project site and will minimize lost or restricted workdays due to injuries. - (5 points)

4. Project Understanding and Approach (Maximum 20 points)

Describe your DB firm/team’s understanding of the project site including all of its needs. Provide the approach of your DB firm/team in meeting those needs and comprehensively addressing all the issues and requirements to produce a finished project such that the Skateboard Park will be a unique facility, popular among local skaters, be highly useable, meets applicable ADA standards, and all applicable code requirements, while remaining within the fixed budget for the skate park.

TOTAL MAXIMUM = 100 POINTS.

VII. SUBMISSION REQUIREMENTS

1. Respondent shall submit five (5) bound originals before the deadline. All responses must be packaged, sealed, and clearly marked and identified and contain the following written information:

RFQ: DESIGN BUILD SKATEBOARD PARK

RFQ #: ‘16/11/QB

TO BE OPENED: Monday, October 26, 2015, 2:00 P.M.

Responses should submit package by either mail or hand delivery to:

a) City of Santa Fe Purchasing Office
   2651 Siringo Rd. Bldg. “H”
   Attn: Public Works Department/Facilities Division
   Santa Fe, NM 87504-0909

b) Responses must be received no later than 2:00 PM local prevailing time on Monday, October 26, 2015. Respondents mailing their statements must allow sufficient time for delivery of their submittal by the time and date specified. Late responses will not be accepted.

c) Submittals sent by facsimile or email will not be accepted.

2. All pages shall be numbered. Each Submittal must include the sections and attachments in the sequence listed in the RFO Section VIII., SUBMITTAL DOCUMENT REQUIREMENTS, and each section must be divided by tabs. Failure to meet the above conditions may result in disqualification of the Submittal.
3. Respondents who submit an SOQ in response to this RFQ shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership clearly identifying the responsible general partner and all other partners who would be associated with the Contract, if any. No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true, and correct legal name of the entity. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity, the City reserves the right to suspend consideration of the Respondent’s Submittal.

VIII. SUBMITTAL DOCUMENTS REQUIREMENTS

Respondent’s Submittal should include the following required items in the following sequence:

1. COVER LETTER: Respondents shall include a one (1) page introductory cover letter for the Submittal.
   a) The front cover of each SOQ must be labeled with:
      i. “Genoveva Chavez Skate Park”
      - Design-Build Statement of Qualifications -
      ii. date of submittal,
      iii. the name of the Offeror

2. QUALIFICATIONS: The Respondent’s SOQ should be submitted in narrative form and should cover all items included in Section VI.

3. ORGANIZATIONAL CHART: Respondent shall label as Attachment or a Tab in the Submittal.

4. RESUMES: Labeled as Attachment or a Tab indicated in the submittal. Resumes for each key team member shall be limited to a maximum length of two (2) pages.

5. LETTERS OF REFERENCE: Labeled as Attachment or a Tab indicated in the submittal. Respondent may provide a maximum of six (6) letters of reference.

Respondent is expected to examine this RFQ carefully and understand the terms and conditions for providing the services listed herein and respond completely. Failure to complete and provide any of the above referenced documents may result in the Respondent’s Submittal being deemed nonresponsive and, therefore, disqualified from consideration.

IX. SELECTION PROCESS AND SCHEDULE:

1. The City will conduct a comprehensive, fair, and impartial evaluation of all Submittals received in response to this RFQ according to the criteria set forth in Section VI, EVALUATION CRITERIA and in accordance with Local Government Code. A selection committee will perform the evaluation. Each Submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The selection committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating Submittals.

2. After evaluation by the selection committee, a shortlist of up to five firms will be created based on the evaluations. A Request for Proposal (RFP) will be issued to the shortlisted firms only. A Proposal from the shortlisted firm(s) will be due five (5) weeks after the issuance of the RFP. If only one DB firm remains on the short list, the city may elect not to advertise a Request for Proposal (RFP) and proceed to negotiate with the one DB firm.
3. After receiving the Proposals from the shortlisted firms, the City will evaluate each Proposal based on the evaluation criteria to be provided in the RFP. The selection committee may select all, some, or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon criteria to be determined by the selection committee. If interviews are to be held, the City will send an interview invitation letter and/or email, which will provide the evaluation criteria to be used. The City may also request additional information from Respondents at any time prior to final approval of a selected DB firm/team by the City.

4. A recommendation of award may be made to City Council on the basis of the Proposals initially submitted, without discussion, clarification or modification, or, the City may discuss with the selected Respondent elements of its respective Proposal. Final approval of a selected Respondent may be subject to the action of the City of Santa Fe City Council. Submission of a Proposal indicates Respondent’s acceptance of the evaluation technique and the Respondent’s recognition that some subjective judgments must be made by the City during the evaluation.

X. RESTRICTIONS ON COMMUNICATION

1. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFQ, RFP, Statements of Qualifications, or Proposals from the time the solicitation has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees, or any outside City consultant(s) assisting in the solicitation process, from the time the solicitation has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation and/or Qualification Statement/Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s submittal from consideration. Exceptions to the restrictions on communication with City employees include:

   a) Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until no later than 3:30 p.m., local prevailing time, on Monday, October 19, 2015. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail to:

   ROBERT RODARTE, PURCHASING OFFICER
   City of Santa Fe
   rrodarte@ci.santa-fe.nm.us
   (505) 955-5712
   2651 Siringo Road
   Santa Fe, New Mexico  87505

   b) Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During any interviews, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

2. The City of Santa Fe reserves the right to contact Respondents to negotiate, if deemed desirable by the City.

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

It is the intent of the City of Santa Fe to award this Contract to the DB firm/team who provides services at the best value for the City as determined when considering the relative importance of price, capability
and other evaluation factors included in this RFQ and the subsequent RFP. The City reserves the right to adopt the most advantageous interpretation of the SOQ and the subsequent Proposals submitted. In the case of ambiguity, or lack of clearness in stating proposal prices, the City may reject any or all SOQ’s and subsequent Proposals, and/or waive formalities. The City is not bound to accept the lowest priced proposal if that Proposal is not in the best interest of the City.

Each SOQ and subsequent solicited Proposal will be analyzed to determine overall responsiveness and a combination of price and other factors that the City determines will provide the best value to the City. The Contract or Contracts, if awarded, will be awarded to the DB firm/team whose Submittal(s) are deemed most advantageous to City, as determined by the selection committee, and subject to approval of the City Council.

1. The City may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate solicitation on the part of the City. However, final selection of a DB firm/team is subject to City Council approval.

2. The City reserves the right to accept one or more Submittals or reject any or all Submittals received in response to this RFQ and the subsequent RFP, and to waive informalities and irregularities in the Submittals received. The City also reserves the right to terminate this RFQ or RFP and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ/RFP process.

3. This RFQ does not commit the City to enter into a Contract, award any services related to this RFQ, nor does it obligate the City to pay any costs incurred in preparation or submission of a response or in anticipation of a Contract.

4. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a Contract, is (are) and shall be deemed to be an independent Contractor(s), responsible for its (their) respective acts or omissions, and that the City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

5. All Submittals and/or any portions thereof become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained. However, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Public Information Act since information deemed to be confidential by Respondent may not be considered confidential under New Mexico law, or pursuant to a Court order.

6. Any cost or expense incurred by the Respondent that is associated with the preparation of the Submittal, the Pre-Submission Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

7. All provisions in Respondent’s Submittal including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a Proposal is accepted, throughout the entire term of the Contract.

8. Subsequent to the issuance of this RFQ, the City reserves the right to amend it, waive any requirement or irregularity, request modifications to Submittals, providing all teams are treated equally, and reject any and all Submittals for any reason. The City further reserves the right to award the Contract for this project as deemed in its best interest, and to request changes in the composition of any team.
EXHIBIT - "D"

RICHARDS AVENUE - LOOKING NORTH