

NOTICE POSTED: MARCH 19, 2024

DUE DATE: APRIL 12, 2024 @ 10:00 a.m. prevailing time.

PUBLIC READING: All proposals/responses will be opened at City Law Department, Room 15, 1st Floor of the Bayonne City Hall, 630 Avenue C, Bayonne, NJ, 07002 on **APRIL 12, 2024 @ 11:00 a.m. prevailing time.**

Also, Please Note: The mandatory site meeting, set for **April 4, 2024 at 11:00am** as referenced in Section 4 of this solicitation.

TAKE NOTICE: The City of Bayonne, 630 Avenue C, Bayonne, NJ 07002 (hereinafter referred to in this notice and the various submission documents as the “Client/Owner,” “City of Bayonne” and/or “City”) is seeking Proposals for Professional Services Providers (hereinafter referred to in this notice and the various submission documents as the “consultant,” “respondent,” “provider,” “contractor,” “submitting party,” “applicant,” “vendor,” “service provider,” and/or “professional service provider”) for the following professional services in accordance with a “fair and open” contracting process as defined in the New Jersey Local Unit Pay to Play Law (N.J.S.A. 19:44-20.4 et seq.):

The CITY OF BAYONNE is soliciting responses/proposals to the City’s Request for Proposals (RFP) for the provision of the following professional services:

**PROFESSIONAL ENGINEERING SERVICES for
63rd STREET PUMPING STATION
FLOOD RESILIENCY PROJECT (PHASE 2)**

1 - PROFESSIONAL ENGINEERING SERVICES SOUGHT.

The CITY OF BAYONNE is soliciting responses/proposals to the City’s Request for Proposals (RFP) for the provision of the professional engineering services required to competently perform the Scope of Services detailed in Section 3 of this RFP, relating to the **63rd Street Pumping Station Flood Resiliency Project (Phase 2)**, which may include, but are not limited to: site/civil engineering, land surveying services, regulatory compliance and coordination at state and federal levels, environmental impact analysis, cost estimating, geotechnical engineering, site safety & quality assurance, traffic control and safety, professional opinions and/or testimony (if required).

Construction Administration, Inspection & Management related to the scope of this project are not to be included in the cost proposal herein as these will be subject to a separate RFP following the bid phase of this phase of the project.

(Project Location Map Image, Background and Scope of Services follow below)

PROJECT LOCATION MAP

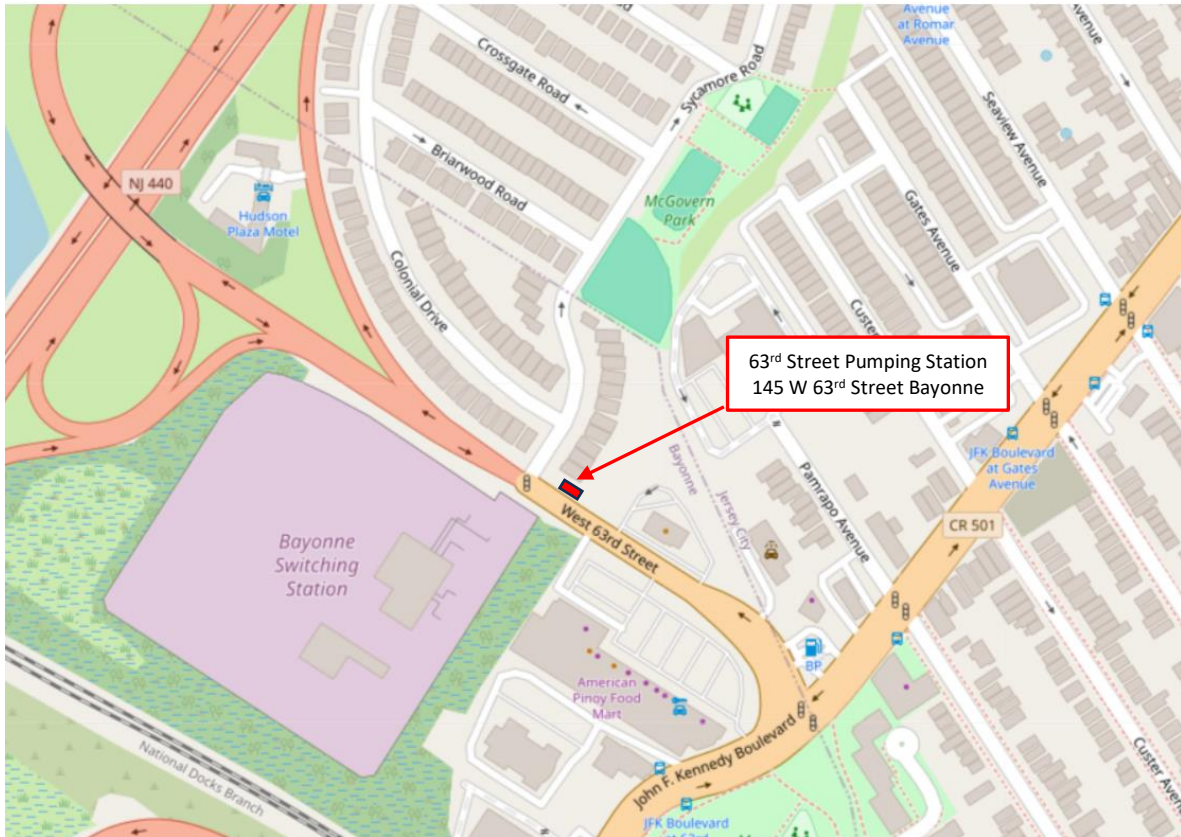


Figure 1

2 - PROJECT BACKGROUND.

The 63rd Street Pump Station was constructed in 1977/1978 to control flood water and sanitary flows emanating from the Country Village area of Bayonne, which is at the very northern end of the City bordering the City of Jersey City and consists of 59 single and two-family homes (Total 95 dwelling units). Currently the pumping station relies solely on electrical power provided by the local electricity utility company. In the event of a power outage, sanitary backups into residential properties and flooding in the Country Village area presents a serious risk. However, Phase 1 of the pumping station resiliency project was for the procurement, installation, start-up, and testing of a diesel emergency generator to provide auxiliary power is already underway. The emergency generator project also includes related electrical, and instrumentation related to the monitoring of the generator. The installation of the emergency generator and appurtenances will be the subject of a separate construction contract and will not form part of the work under this Request for Proposals (RFP). In addition to the provision of the emergency generator and due to the age of the pumping station, Phase 2 of the resiliency project is for some needed remedial work items as described herein and which form the focus of this RFP.

The sanitary and storm flows from this area are collected at the 63rd Street pumping station in two separate wet wells. The storm water is pumped into a surface water drainage ditch that

discharges into Newark Bay. The sanitary flow is pumped via an a 1,030LF 8" diameter ductile iron force main to discharge into a gravity sewer manhole in John F. Kennedy Boulevard. Based on the size and number of residential dwellings, the sanitary influent is estimated at 22,800 gallons per day (GPD).

According to record drawings, the existing 36" diameter R.C. outfall pipe, installed at a flat gradient, discharged directly into the drainage ditch and the outfall pipe end was not protected by an outfall structure with flap valve nor were any check valves installed on the stormwater discharge pipework to prevent stormwater backflowing into the stormwater wet well during heavy storms. The lack of an outfall structure also contributed to the stone and soil materials collapsing around and into the outfall pipe.



Figure 2 – Site Locations

3 - PROJECT SCOPE OF SERVICES.

The purpose of this project is to conduct necessary remedial work items to the pumping station, the pumping station building and the existing stormwater outfall structure. The project work/services shall include the following:

- 1) Request and review any available documentation and data provided by the City of Bayonne and/or Veolia of North America ("Veolia"). Veolia North America are the operators of the City's water and sewer system under a concession agreement.
- 2) Perform stormwater runoff capacity calculations for the area of Country Village that contributes flows to the 63rd Street pumping station. Consider three design flow conditions against which the recommended flood resiliency design for the area of interest will be assessed.
 - A) 10-year storm of 2-hour duration.
 - B) 25-year storm of 2-hour duration.
 - C) 100-year storm of 2-hour duration.
- 3) Assess the capacity of the drainage ditch accommodate the design stormwater discharge flows.
- 4) Design a new outfall structure at the location of the deteriorated existing outfall.
- 5) Design a valve arrangement to prevent the stormwater discharge flows from back flowing to the pump station's stormwater wet well.
- 6) Inspect the existing pipework inside the pump station sanitary and stormwater wet wells and provide any required additional pipe supports.
- 7) Conduct a detailed inspection of the pumping station building and prepare design drawings and schedule of any necessary repairs and upgrades to weatherproof the building.
- 8) Conduct any other surveys or inspections as may be required to supplement any shortfalls of information.
- 9) Prepare a written report of analysis and findings and recommendations to mitigate areas of flooding in the indicated areas. For each design storm the consultant will assess the costs to implement required flood resiliency.
- 10) Prepare drawings, specifications, permit applications, and supporting documentation to obtain all permits and approvals necessary to construct the project. The plans, specifications and initially proposed bid documents shall be submitted to the City and to the City's operator Veolia for comment and approval no later than 4 months after the effective date of any contract awarded pursuant to this RFP, subject to any extension agreed upon by the parties.
- 11) The consultant shall then provide the resultant plans and specifications for approval by the funding authority and subsequent public bidding and agrees to make such changes as may be required by the funding authority.
- 12) The consultant shall: furnish the City 20 hard copies of the final approved plans and bid specifications as well as an electronic copy; provide the City a confidential estimate of cost, shall coordinate with prospective bidders as to questions on the specifications; attend any pre-bid or bid conferences; attend the bid opening if requested; and prepare a report with respect to potential award of the project.
- 13) Prepare and/or complete any required I-Bank Loan or FEMA engineering documentation required to initiate, coordinate and receive funding and/or reimbursement for the project should a contract be awarded for the professional services requested herein, including,

but not limited to, coordination and contact with the New Jersey Office of Emergency Management (NJOEM), City of Bayonne and Veolia personnel and consultants and such other parties as may be required to acquire and receive funding and/or reimbursement.

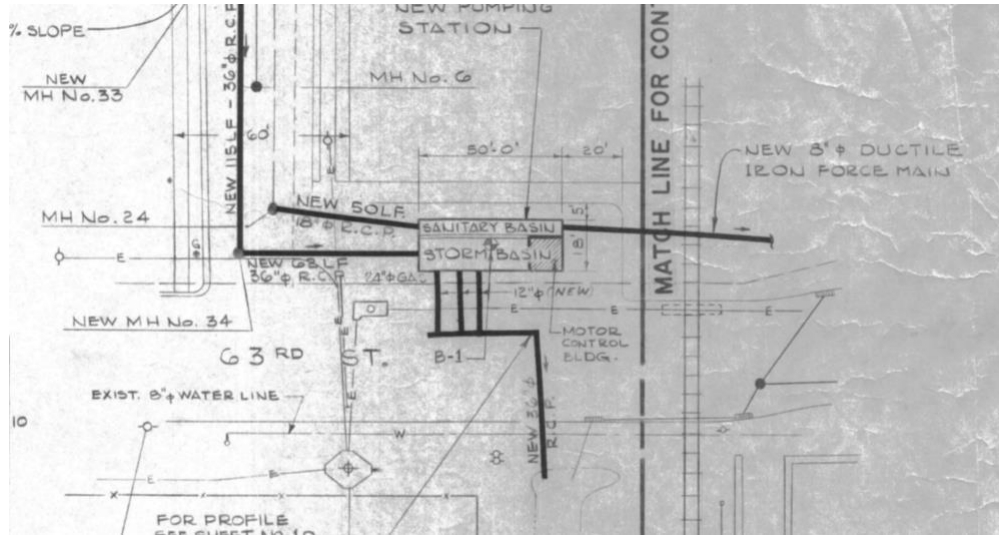


Figure 3 Existing Conditions

4 - MANDATORY SITE MEETING.

A mandatory pre-proposal site meeting will be held at the 63rd Street pumping station at **11:00 am on APRIL 4, 2024** at the pumping station location illustrated in Figure 2 above. In order to assure the ability to communicate on that day, to know who to expect and to deal with any possible delays or contingencies, those planning to attend should provide a contact name, email address and cell phone number of the person or persons expected to attend, at least one day in advance to **both**,

John Armstrong, JArmstong@BAYNJ.org, and
Jason Kiernan, jason.kiernan@veolia.com.

5 - WORK PRODUCT/DELIVERABLES.

All documents, data, drawings, photos, writings, advice and opinions necessary to render the above scope of services to the City and to represent the CITY OF BAYONNE in connection with said engineering matters, including, if requested, the electronic versions of same and supporting data and work product.

6 - OPRA COMPLIANCE.

Records received, retained, retrieved, or transmitted under the terms of this contract and as a result of the “work” performed by Consultant/Contractor for or on behalf of the City may constitute public records as defined in N.J.S.A. 47.3-16, and are legal property of the City. The Vendor(s)/Contractor(s) named in this contract must agree to administer and dispose of such records in compliance with the State’s public record laws and associated administrative rules. In the event a claim is filed against the City with the Government Records Counsel or, in the Superior Court of New Jersey, or otherwise arising out of documents that were requested of the City or its Vendor(s)/Contractor(s) under the Open Public Records Act or Common Law and the

Vendor(s)/Contractor(s) failed to provide the documents, the Vendor(s)/Contractor(s) shall be responsible to defend, indemnify and hold the City harmless with respect to any such claims, fines or penalties imposed.

6 - TECHNICAL PROPOSAL.

To be considered the vendor must submit their Technical Proposal and Cost Proposal (Section 7 Below) in a sealed envelope in accordance with the requirements of Sections 13, 14 & 15 below. The Technical Proposal shall be a maximum of ten (10) pages. This page count does not include schedules, appendix materials, resumes or lists of past or current clients. The font size used shall be a minimum of 11 points.

Proposals and all information required to be submitted pursuant to this RFP shall be prepared at the sole cost and expense of each Respondent. There shall be no claims whatsoever against the City, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

Technical Proposals, at a minimum, should include:

- **Transmittal Letter (no more than 2 pages):** Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements.
- **Consultant Experience:** Provide a general overview of your firm and experience providing engineering planning wastewater collection systems highlighting experience with flood mitigation projects. List at least three relevant projects successfully completed by your firm over the past five years and provide references for each project. List in an Appendix of example summaries for similar projects. Please limit the examples to only those sheets necessary to demonstrate the level of detail of the work performed.
- **Consultant's Approach to Defined Tasks:** Consultant shall describe its proposed approach in implementing and managing the tasks defined in the Scope of Services/Work describe in the RFP to successful completion. These include how the consultant shall meet the stated goals, the time required for completion of those goals, the ability to work with a multidisciplinary project team, including Municipal staff, and other consultants if necessary.
- **An organization chart:** should be provided showing the interrelation between all the project team members, both District and Consultant. This element will not be counted toward the page limit.
- **Schedule of Rates*:** detailing hourly personnel time, including travel and delineated costs for anticipated materials and/or equipment. **(*While only recommended in this section, this schedule must be included with the Cost Proposal below)**
- **Appendix materials:** may be provided, but are not required other than specifically identified, in addition to the eight-page proposal limit. Additional appendix material may not be read and if submitted should be limited to resumes of proposed key staff relevant to the scope of work.

7 - COST PROPOSAL.

A Cost-Proposal with a “Not to Exceed Amount” is required in responding to this RFP as well as a “Schedule of Rates” detailing hourly personnel time, including travel and delineated costs for anticipated materials.

Required Cost Proposal. A Cost Proposal with at “Not to Exceed Amount” expressed as the sum of the following two components (A & B) shall be included:

- A. A lump sum amount to accomplish the scope of services in items 1-12 in the Scope of Services (Section 3 herein), **PLUS**
- B. Either:
 - (1) a good faith estimate of the time and expense needed to accomplish item 13 in the scope of services and any additional items deemed necessary by the consultant to accomplish the scope of services being requested, **OR**
 - (2) a lump sum amount to accomplish item 13 in the scope of services and any additional items deemed necessary by the consultant to accomplish the scope of services being requested.

In avoidance of doubt, this that the consultant must, at a minimum, provide a “Not to Exceed Amount” calculated for either one or, if they choose, both of these two alternatives:

- A + B(1) above, and/or
- A + B(2) above.

Alternative Cost Proposal (Optional). Preference will be given to proposals involving “Not to Exceed Amount(s)” calculated using the formula(s) above. However, respondents may, in addition to including one or both of those methods, also submit an alternative cost proposal with an alternative “Not to exceed amount” and explanation, with the understanding that the City may reject any such alternate proposals in favor of the increased certainty provided with the preferred method(s) above employing lump sums for items 1 thru 12.

Required Schedule of Rates. A “Schedule of Rates” detailing hourly personnel time, including travel and delineated costs for anticipated materials shall be included.

The consultant, by submitting a technical and cost proposal, will be deemed to have acknowledged that he or she has carefully examined the locations of the proposed work and the relevant extent and details of the combined sanitary sewer system impacting the project.

The service provider agrees if his proposal is accepted that he will enter a contract with the City of Bayonne to provide all the necessary services and materials to complete all the work prescribed and that any services beyond such lump sum or cost proposals must be expressly approved by the City of Bayonne.

NOTE: CONSTRUCTION PHASE ADMINISTRATION, INSPECTION & MANAGEMENT RELATED TO THIS PROJECT WORK WILL BE A SEPARATE REQUEST FOR PROPOSALS

8 - TIME OF PERFORMANCE AND PAYMENT.

1. Time for Performance. The contractor shall agree to furnish the services of its partners, associates and staff, whenever necessary and to the best of their ability in such manner as to complete the project as expeditiously as possible, with work to begin immediately upon contract approval, with initial bid documents, plans and specifications to be delivered for review by the City and Veolia (as set forth in item 10 in Section 3 above) no later than four months after the effective date of any contract resulting from this RFP, subject to such extensions as the City may agree to in writing.
2. Payment: The compensation paid to the service provider will be paid for work completed on a time and materials basis in monthly arrears against the service provider's submitted schedule of rates and costs, provided that, only 80% of any "Not to exceed amount" which involves a lump sum shall be paid prior to project completion. Under no circumstances will the total not to exceed amount submitted be exceeded without the express written approval of the City. The service provider will advise the City when seventy five percent (75%) of any not to exceed cost has been reached.

9 - QUALIFICATIONS OF CONSULTANT.

AT A MINIMUM, THE RESPONDING FIRM OR ENTITY:

- a. Must be certified to provide engineering services in the State of New Jersey.
- b. Must have a minimum of ten (10) years-experience in providing consulting services to municipalities of over 60,000 people including demonstrated experience with utility upgrades and replacement, construction design and cost estimating, land surveying, and mapping projects.
- c. Must be experienced in obtaining permits and approvals from various state, county, and local regulatory agencies.
- d. Must maintain a staff of New Jersey licensed or certified professionals sufficient to provide the services requested herein.
- e. Must maintain a principal office in New Jersey and be able to respond promptly to the City of Bayonne with respect to emergent matters arising with respect to the project.
- f. Must be experienced in the preparation and completion of New Jersey I-Bank Loan and Federal FEMA Grant engineering documentation, and coordination with the agencies involved.
- g. Must have project managers with at least ten (10) years of municipal experience.
- h. Must be able to provide professional planning and environmental consulting services, if required for completion of the scope of services requested herein.
- i. Must list past and present municipalities served as Consulting Engineer.

10 - INSURANCE AND INDEMNIFICATION.

The Contractor shall be required to have the following insurance coverage. Said coverage or certification of ability to obtain said coverage immediately upon contract award, shall be applicable to this proposal and be made a part of the proposal documents:

Worker's Compensation Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

General Liability Insurance

The contractor shall furnish evidence to the City prior to commencement of the work that he/she or any of his/her subcontractors perform and will provide Standard Liability for any operations to be performed by contractor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$2,000,000 per occurrence / \$5,000,000 aggregate to be amended based upon the specific work and values involved.

Automotive Liability Insurance

Automotive liability insurance covering the contractor for claims arising from owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$2,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance

Professional liability insurance covering contractor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force and effect during the life of the contract.

Environmental Liability

Environmental liability insurance for liability and property damage in an amount of \$2,000,000 per occurrence / \$5,000,000 aggregate.

The preceding insurance requirements may be amended before the issuance of the final contract at the sole and absolute discretion of the City on a case-by-case basis.

Certificates of the Required Insurance

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Indemnification

The consultant shall indemnify, defend, and save harmless, at the contractor's own cost and expense, the City, the City's agents responsible for operating the City's Water Sewer system (Bayonne Water Joint Venture, LLC and Veolia Contract Operations, USA, Inc.), and the employees of each from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them, by reason of any act or omission of the said contractor, his agents or employees, in the delivery of goods or services under any contract awarded pursuant to this RFP, execution of the work hereunder, or in the guarding of such work.

11 - CITY OF BAYONNE AND VEOLIA NORTH AMERICA PROJECT TEAM.

John G. Armstrong, PE, Engineer for Bayonne's Long Term Control Plan and water and sewer utilities will be the City's initial principal point of contact for the selected consultant. Other key contacts are Ms. Susan Cavanagh, Director of the City's Municipal Services Department, Mr. Joseph Nichols, Special Counsel to the City of Bayonne, Jason Kiernan, Project Manager, Veolia North America, Mr. Jaren Harrison, Assistant Project Manager, Veolia North America, Bernard Bracken, Pumping Station Supervisor, Angelo Margiolas, Assistant Project Manager, Veolia North America.

The City will make the following resources available for consultants to review in electronic format upon request:

- Any existing record drawings and other supporting documentation that are available from the City of Bayonne, its consulting engineers and/or its operator Veolia of North America.

12 - CONTRACT TERM.

The contract time will be for a period not to exceed one (1) year commencing from the contract date.

13 - SUBMITTALS.

Interested parties shall submit four (4) hard copies of their Technical Proposal, and two (2) hard copies of their Cost Proposal to the District by no later **than 10:00 a.m., on April 12, 2024**. Both the Technical Proposal and Cost Proposal shall be presented in a plain sealed envelope. The submittal envelope shall each be Submittal Envelope labeled, "**63RD STREET FLOOD RESILIENCY PROJECT – PHASE 2**", and addressed as follows:

John F. Coffey, II, Esq.
Law Director
City of Bayonne
630 avenue C, Room 15
Bayonne, NJ 07002

14 - SUBMISSION FORMS AND GENERAL CONDITIONS.

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements above, all responses:

1. Are to be submitted on Bayonne's "The Standardized professional/Consulting/Extraordinary Submission Forms"
Web Address (https://www.bayonnenj.org/_Content/pdf/submission-forms.pdf)
AND
2. Are Subject to the Bayonne's Standardized "General Instructions, Submission and Selection Criteria for Professional/Consulting/Extraordinary Unspecifiable Service Contracts".

Web Address (https://www.bayonnenj.org/_Content/pdf/selection-criteria-service-contracts.pdf)

The above mentioned standardized documents are available:

- a) on the City of Bayonne Website (<http://www.BayonneNJ.org>) under the heading “RFQ/RFP’s” by clicking on the links “Requirements for Submission”, then. “Click here to view Requirements.” and clicking on the links under Paragraphs No. 1 and No. 2.
- b) Should you be unable to obtain these from the website, copies of the solicitation package are also available at the office of the City Law Department, 630 Avenue C, 1st Floor, Rm. 15, Bayonne, NJ 07002. The Law Department is open during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

15 - RFP SUBMISSION FORMS to be included:

1. The “Proposal, Qualifications and Costs Submission Form” and included Checklist, signed and dated by the provider, being sure to include a cost and/or fee schedule in accordance with the Cost Proposal requirements set out in the Cost Section (Section 7) of this RFP, and clearly referencing any additional sheets or attachments (such as a submission letter, provider information or experience description).
2. A signed and notarized “Non-Collusion Affidavit.”
3. A signed Disclosure of Ownership form.
4. A “Professional Service Entity Information Form”
5. A copy of the vendor's current "NJ Business Registration Certificate." Information on this certificate can be obtained on the web at "<http://www.state.nj.us/treasury/revenue/busregcert.htm>".
6. A copy of State of NJ, Department of the Treasury, Division of Revenue and Enterprise Services, Certificate of Good Standing. Information on this Certificate can be obtained on the web at the following web address: <https://www.njportal.com/dor/businessrecords/>
7. Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus A Disclosure of Investment Activities in Iran Form.
8. Such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

16 - EVALUATION PROCESS.

An evaluation team will review all responses/proposals. The team will determine if the responses/proposals satisfy the Requirements, determine if a response/proposal should be rejected and then evaluate the responses/proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the City Council for award of contract, based on price and other factors. Listed below are the criteria that the CITY OF BAYONNE will consider in the evaluation of each response/proposal. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

Requirements

Possess the general requirements stated herein.

Understanding of the Requested Work

The responses/proposals will be evaluated for general compliance with instructions and requests issued in this RFQ/RFP. Non-compliance with significant instructions shall be grounds for disqualification of responses/proposals.

Knowledge and Technical Competence

This includes the submitting evidence of successful past performance on similar projects and the ability of the respondent to perform all the tasks and fulfill adequately the stated requirements.

Management, Experience and Personnel Qualifications

The expertise of the respondent shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration, and successful completion of projects/services like those requested in this RFQ/RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Response/Proposal.

Ability to Complete the Services in a Timely Manner

Accepting that completion of the project work is subject to the frequency, duration and observations made during several storm events, the consultant should provide estimated durations for the tasks and statement confirming his ability to accomplish these tasks in a timely manner.

Cost

The cost submitted in response to this RFP shall be firm for twelve (12) months. The compensation paid to the service provider will be paid for work completed on a time and materials basis in monthly arrears against the service provider's submitted payment application.

17 – ADDENDA OR AMENDMENTS.

During the period provided for the preparation of Proposals, the City may issue addenda or amendments to the RFP. These addenda will be numbered consecutively and will be posted on the City's website with hard copies available at the City Law Department as noted above. . The addenda will be issued by, or on behalf of, the City and will constitute a part of the RFP. Each Respondent is responsible for checking the City website or, if unable to do so, inquiring at the Law Department for such addenda or amendments. . All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Deadline. Failure of the Respondent to receive any addenda shall not relieve the Respondent from any of the requirements of the RFP.

18 - MODIFICATION OF SUBMISSION.

Any Respondent may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The City must receive such communication prior to the closing time. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the City will not know the final price(s) or term(s) until the sealed submission is opened

19 - WITHDRAWAL OF SUBMISSION.

Submissions forwarded to the City before the time of opening of submissions may be withdrawn upon written application of Respondent, who shall be required to produce evidence showing that they are or that they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

20 - SUBMISSION PRICING HOLD PERIOD.

Once submissions have been opened, they must remain firm for a period of sixty (60) days. The City will award a contract for the Services or reject all Proposals within sixty (60) days after receipt of the Proposals unless otherwise agreed by the parties.

21 - MULTIPLE SUBMISSIONS NOT PERMITTED.

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

22 - ERRORS IN SUBMISSIONS.

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

23 - RESERVATION OF RIGHTS AND OPTIONS BY CITY WITH RESPECT TO THE RFP.

By responding to the RFP, Respondents acknowledge and agree that the City, in its sole discretion, reserves the following rights and options regarding any and all Proposals:

- (a) To abandon the RFP process, including the right to decline to award a contract for any reason.
- (b) To accept the Proposal that best serves the interests of the City in the City's sole judgment.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or non-responsive Proposals, or Proposals not signed by an authorized representative of the Respondent.
- (f) To change or alter the terms and conditions of this RFP so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFP.
- (g) To undertake all steps necessary to obtain or clarify information as requested or provided by any Respondent.

- (h) To interview any and all Respondents.
- (i) To make investigations deemed necessary to determine the responsibility and qualifications of Respondent and the ability of Respondent to perform the Services.

24 - CONDITIONS APPLICABLE TO RFP SUBMISSION.

By responding to the RFP, Respondents also acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

- (a) The issuance of the RFP is not intended to, and shall not be construed to, commit the City to execute a contract with Respondent.
- (b) Neither the City, nor its agents, staff, or consultants will be liable for any claims for damages resulting from the solicitation or receipt of Proposals, nor will there be any reimbursement to Respondent for the cost of preparing the Proposal or for participating in the Proposal process.
- (c) All Proposals will become the property of the City and will not be returned.
- (d) Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP, at the times and in the manner specified in this RFP, may result in the rejection of the Proposal in the sole discretion of the City and in accordance with law.
- (e) All activities related to the provision of the Services required pursuant to this RFP as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.
- (f) Any and all Proposals must be received by the Proposal Submission Deadline, as may be revised by the City. Any Proposal not received by that time will not be considered unless the City determines otherwise.
- (g) In no event will the City assume liability for any loss, damage, or injury that may result from any disclosure or use of any information contained in or submitted with a Proposal, including any proprietary information.